

**Nelson County Health System  
Elevator Component Replacement Project**



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Community Development Block Grant Information & Considerations:

- Davis Bacon Wage Rates: General Decision Number ND170041, Modification #2, Publication Date 9/15/17
- Equal Opportunity Provisions
- Federal Labor Standards Provisions
- Americans With Disabilities Act Design Standards: Because this project consists of the removal of architectural barriers, these design standards must be followed. An information sheet is included with the bid packet which notes the website address for further information and guidance.

**INVITATION TO BID**  
**NELSON COUNTY HEALTH SYSTEM ELEVATOR PROJECT**



To Prospective Bidders:

You are invited to submit a bid for the project listed in the attachments.

To be entitled for consideration, the bid must be made on the "Bid Specifications Worksheet", and in accordance with the Instruction to Bidders. The bid shall be submitted under one name, hereafter referred to as the "General Contractor". The General Contractor shall be responsible for the work and payment of all sub-contractors and material suppliers. Regulations concerning the use of federal funds and Davis Bacon Wage Rates are to be included in these documents.

A Community Development Block Grant was awarded to Nelson County, on behalf of Nelson County Health System, to help finance this project. The Red River Regional Council of Grafton, ND, will be administering the grant. Disbursement of funds for the project will be made by the Grant Administrator and Nelson County.

Bids furnishing all materials and labor in performing the construction of the project shall be received at Nelson County Health System, attention Steve Forde, via mail to PO Box 367 or in person at 200 North Main, McVillage, ND 58254, **before 4:00 PM on Thursday, December 28, 2017**. The words "Nelson County Health System Elevator Project" shall be written on the envelope.

Bids received later than 4:00 PM on December 28, 2017 will not be opened.

Bids will be opened and read publicly at Nelson County Health System at 10:00 AM on December 29, 2017. Address is 200 North Main, McVillage, ND.

**Please read all bid instructions and bid specifications carefully. Bids received with incomplete information may not be considered.**

Nelson County Health System reserves the right to reject any and/or all bids.

All work and materials will require a guaranty for a period of one year.

If you have any questions on the bid package, please contact Stacie Sevigny at Red River Regional Council at 701-352-3550 or [Stacie@redriverrc.com](mailto:Stacie@redriverrc.com)

**GENERAL REQUIREMENTS**  
**NELSON COUNTY HEALTH SYSTEM ELEVATOR PROJECT**



WORKMANSHIP

1. The General Contractor must provide proof of a North Dakota Contractor's License.
2. All contractors including electricians and plumbers used on the project must be licensed.
3. Required permits must be obtained prior to the start of any work.
4. Work shall be done by mechanics skilled in their particular trade and shall be accomplished in a workmanlike manner in accordance with governing codes and safety regulations.
5. Each contractor shall adequately protect all surfaces and construction while performing the work under this contract and shall maintain such protection as long as required.
6. Each contractor shall schedule and perform work in full cooperation with an in consideration for work done by others.
7. Each contractor is responsible for all cutting and patching incidental to the accomplishment of the job.
8. Each contractor shall remove all stains, soils, labels, tags, debris, etc. and leave the premises in a clean condition. Usable items shall be disposed of offsite.
9. All wood items that come into contact with soil, gravel, sand or are below or on grade shall be wood life treated to deter rotting or deterioration.
10. All new exposed exterior or interior wooden materials shall be stained or primed unless otherwise specified.
11. The contractor shall be responsible for all measurements of the work items, the measurements on the specifications are approximate.
12. The term "rewire" includes wiring, switches, outlets, fixtures as required in the state electrical code.

**INSTRUCTIONS TO BIDDERS**  
**NELSON COUNTY HEALTH SYSTEM ELEVATOR PROJECT**



To be entitled for consideration, bids must be made in accordance with the following instructions:

1. Bid or Proposal: Each bidder must submit his/her bid on the Bid Specifications Worksheet with a total bid for labor and materials completed. Bids shall be based on the work called for in the Bid Specifications.
2. Inconsistencies, Omissions, and Changes pertaining to the Work: Any seeming inconsistencies, omissions or proposed changes by the bidder must be inquired into by him/her at least 24 hours prior to bidding. Decisions of major importance on such matters shall be issued in the form of an addendum. All addenda shall become part of the Contract documents and receipt of the same by the bidder must be acknowledged on the Bid Worksheet.
3. Examination of the Site: The Bidder shall carefully examine the property or properties before making their proposal. Each contractor is responsible for all measurements.
4. Applicable Laws and Regulations: Each Bidder will be assumed to be familiar with the Property Rehabilitation Standards and General Specifications and all state and local laws. Charter provisions, codes, ordinances and regulations which might in any manner affect the work to be done or those to be employed in or about the work.
5. Contractor's License: The Bidder must supply a copy of their contractor's license and proof of insurance with the bid.
6. Bonding Requirements: The Bidder must obtain a cashier's check in the name of Nelson County Health System for 5% of the bid price or a Bid Bond. The cashier checks will be returned to all unsuccessful bidders within 10 days of bid opening. The cashier check of the successful bidder will be retained until the project is completed, and Nelson County Health System and Red River Regional Council are assured that contractor met performance requirements and all subcontractors and supplies have been paid.
7. Payment Schedule: Payments shall be made by the county and grant administrator with a 10% retainage until final inspection has been completed and all related documents have been approved.
8. Acceptance of Bids: As agreed and understood, the owner reserves the right to refuse any bids and to negotiate with the low bidder.



**BID SPECIFIC WORKSHEET – OPERATIONAL  
COMPONENTS  
NELSON COUNTY HEALTH SYSTEM ELEVATOR PROJECT**



The bid is to include all labor and materials for the replacement of the hydraulic power unit and other specific operational components of the elevator at Nelson County Health System. **This worksheet includes bid specifications for components covered by the Community Development Block Grant (CDBG). A separate worksheet includes bid specifications for safety and code components to be completed at the time of these items. Contractors should complete both worksheets.** The winning bidder will be required to submit two invoices for payment – one for the operational components and one for the safety and code components.

Please note that any contractor with suggestions or alternatives to the bid specifications as noted on this worksheet is asked to contact Steve Forde at (701) 322-4328, ext. 227, before submitting a bid. Any alternatives the bidder would like to provide should be noted on a separate sheet with detailed description and cost.

**1. CONTROLLER**

A control system shall be provided to perform all the functions of safe elevator motion and elevator door control. This shall include all the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform group operational control. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system downtime.

**2. POWER UNIT**

The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler. The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise. The pump and motor are externally mounted and are belt driven. A muffler is provided to dissipate pulsations and noise from the flow of hydraulic fluid. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

**3. MOTOR**

The existing motor will be replaced with a motor that is of the same power characteristics and starting configuration as presently exists.

**4. VALVE**

A new integral 4-coil control valve will be installed to replace the existing valve. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

## **5. HOISTWAY OPERATING DEVICES**

Normal terminal stopping devices shall be provided to slow down and stop the car automatically at the terminal landings and to automatically cut off the power and apply the brake, should the car travel beyond the terminal landings.

## **6. SOFT STARTER**

A new solid-state starter will be provided. It will be of the same power requirement and starting configuration as presently exists.

## **7. AUTOMATIC SELF-LEVELING**

The elevator shall be provided with automatic self-leveling that shall typically bring the elevator car level with the floor landings +  $\frac{1}{4}$ " regardless of load or direction of travel.

## **OPERATION & INSPECTION INFORMATION**

The following is a summary of the elevator operation. All contractors are advised to review before bidding.

Operation shall be automatic by means of the car and landing buttons. Stops registered by momentary actuation of the car or landing buttons shall be made in the order in which the landings are reached in each direction of travel after the buttons have been actuated. All stops shall be subject to the respective car or landing button being actuated sufficiently in advance of the arrival of the car at that landing to enable the stop to be made. The direction of travel for an idle car shall be established by the first car or landing button actuated. "UP" landing calls shall be answered while the car is traveling in the up direction and "DOWN" landing calls shall be answered while the car is traveling down. The car shall reverse after the uppermost or lowermost car or landing call has been answered, then proceed to answer car calls and landing calls registered in the opposite direction of travel.

If the car without registered calls arrives at a floor where both up and down hall calls are registered, it shall initially respond to the hall call in the direction that the car was traveling. If no car call or hall call is registered for further travel in that direction, the car shall close its doors and immediately reopen them in response to the hall call in the opposite directions. Direction lanterns, if furnished, shall indicate the change of direction when the doors reopen. An independent service switch shall be provided in the car operating panel which, when actuated, shall cancel previously registered car calls, disconnect the elevator from the hall buttons and allow operation from the car buttons only.

## **INDEPENDENT SERVICE**

When the Independent Service switch in the car operating panel is actuated; it shall cancel previously registered car calls, disconnect the elevator from the hall buttons, and allow operation from the car buttons only. Door operation shall occur only after actuation of the "DOOR CLOSE" button.

## **INSPECTION OPERATION**

For inspection purposes, an enabling key switch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons

inoperative. On top of the car an operating fixture shall be provided containing continuous pressure "UP" and "DOWN" buttons, an emergency stop button, and an inspection-initiating switch. This switch makes the fixture operable and, at the same time, makes the door operator and car and hall buttons inoperative.

#### **SEPARATE CAR AND HALL STOP DOOR OPEN TIME**

After a stop is made, the doors shall remain open for a time interval to permit passenger transfer, after which the doors shall close automatically. This interval shall be different for a car call stop than for a hall call stop or a coincident car/hall call stop.

#### **ITEMS TO BE RETAINED**

The following items are to be retained as part of this project. If the contractor believes any of these items need to be changed or altered, please contact Steve Forde at (701) 322-4328, ext. 227, before submitting a bid.

#### **CAPACITY**

Present capacity of 4000 pounds at 100 feet per minute.

#### **TRAVEL**

The present travel from G to 2nd floor, a rise of 10 feet 8 inches.

#### **STOPS AND OPENINGS**

The present 3 stops and 3 openings.

#### **POWER SUPPLY**

The present power supply of 208 volts, 3 phases, 60 hertz, alternating current will be retained and the new equipment will be arranged for this power supply.

#### **INTERLOCKS**

The present interlocks will be retained. A thorough examination will be made of the interlocks. All replacement components will be the original manufacture replacement parts or equal.

#### **CAR DOOR HANGER**

The present car door hanger will be retained and inspected for proper alignment. Any adjustment required will be accomplished.

#### **CAR GUIDES**

The existing car guides shall be retained. They shall be thoroughly inspected. Any worn parts will be replaced by the original manufacture parts or equal.

#### **CAR FRAME**

The existing car frame shall be retained.

#### **PLATFORM**

The current platform will be retained.

**HOISTWAY ENTRANCES**

The present hoistway entrances will be retained.

**PIT SWITCH**

An emergency stop switch shall be located in the pit accessible from the pit access door.

**SPRING BUFFERS**

The existing spring buffers shall be retained.

**HOISTWAY DOOR HANGER**

The present hoistway door hanger will be retained and inspected for proper alignment. Any adjustment will be required.

**CAR ENCLOSURE**

The present car enclosure shall be retained.

TOTAL BID (Materials and Labor) for items **ON THIS WORKSHEET**: \$ \_\_\_\_\_

**Bids are due to Nelson County Health System (address on Invitation to Bid) no later than 4:00 PM on Thursday, December 28, 2017. All work must be completed by August 1, 2018.**

For an on-site inspection, please contact Steve Forde at (701) 322-4328, ext. 227.

**Submitted By:**

BUSINESS NAME: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



**BID SPECIFIC WORKSHEET – SAFETY & CODE ITEMS  
NELSON COUNTY HEALTH SYSTEM ELEVATOR PROJECT**



The bid is to include all labor and materials for the replacement of safety and code items related to the operation of the elevator at Nelson County Health System. **This worksheet includes bid specifications for components NOT covered by the Community Development Block Grant (CDBG). A separate worksheet includes bid specifications for operational components to be completed at the time of these items. Contractors should complete both worksheets.** The winning bidder will be required to submit two invoices for payment – one for the code and safety components and one for the operational components.

Please note that any contractor with suggestions or alternatives to the bid specifications as noted on this worksheet is asked to contact Steve Forde at (701) 322-4328, ext. 227, before submitting a bid. Any alternatives the bidder would like to provide should be noted on a separate sheet with detailed description and cost.

**Code and safety items to be replaced include:**

**1. FIREFIGHTERS' EMERGENCY OPERATION (FEO)**

Special Emergency Service operation shall be provided in compliance with the latest applicable revision of the ASME/ANSI A17.1 Code.

- Please note: The elevator contractor shall provide contacts on the elevator controller to receive signals from the smoke detector system.

**2. CLOSED LOOP DOOR OPERATOR (NEW)**

Install a new closed loop door operator. Car and hoist way doors shall be power operated by means of a closed loop door operator mounted on top of the car designed to give consistent door performance with changes in temperature, wind or minor obstruction in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the pre-determined profile.

**3. DOOR-PROTECTION DEVICE**

Install a new solid state, infrared passenger protection device on the car door. Elevator doors shall be provided with a reopening device that will stop and reopen the car door(s) and hoistway door(s) automatically should the door(s) become obstructed by an object or person. Door protection shall consist of a two dimensional, multi-beam array projecting across the car door opening.

**4. CAR OPERATING PANEL**

The existing car operating panel(s) shall be retained with the following modifications:

**NEW APPLIED (OR INTEGRAL) CAR OPERATING PANEL**

Provide a new applied (Or Integral) Car Operating Panel containing all push buttons, key switches, and message indicators for elevator operation. The car operating panel shall have a

satin stainless steel finish. It shall contain a bank of round satin stainless steel, LED illuminated mechanical buttons. Flush mounted to the panel and marked to correspond to the landings served. All buttons to have raised numerals and Braille markings.

The car operating panel shall be equipped with the following features:

1. Raised markings and Braille to the left hand side of each push-button.
2. Car Position Indicator at the top of and integral to the car operating panel.
3. Door open and door close buttons.
4. Inspection key-switch.
5. Help Button/Hands-Free phone: The help button shall initiate two-way communication between the car and a location inside the building, switching over to another location if the call is unanswered, where personnel are available who can take the appropriate action. Visual indicators are provided for call initiation and call acknowledgement.
6. Landing Passing Signal: A chime bell shall sound in the car to signal that the car is either stopping at or passing a floor served by the elevator.

#### **5. EMERGENCY CAR LIGHTING**

An emergency power unit employing a 12-volt sealed rechargeable battery and a totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest revision of the ASME/ANSI A17.1 Code.

#### **6. HALL BUTTONS – RETAIN IF POSSIBLE**

If not possible to retain the hall buttons, provide new stainless steel hall buttons and faceplates at each landing, with an up button and a down button at each intermediate landing and a single button at each terminal landing. Faceplates shall be surface mounted to wall.

A call shall be registered by momentary pressure of a landing button. The button shall become illuminated and remain illuminated until the call is answered. All buttons, when applicable, to be long life LED illumination.

#### **7. COMBINATION HALL LANTERN/POSITION INDICATOR – RETAIN IF POSSIBLE**

If not possible to retain, provide new combination hall lantern/position at all three landing(s).

**NOTE: PLEASE REVIEW THE OPERATIONAL COMPONENT BID SPECIFICATIONS WORKSHEET FOR INFORMATION REGARDING OPERATION AND INSPECTION, AS WELL AS ADDITIONAL ITEMS TO BE RETAINED.**

OPTION 1: TOTAL BID (Materials and Labor) for items ON THIS WORKSHEET **NOT INCLUDING** ITEMS #6 AND #7 IF CONTRACTOR FEELS CURRENT ITEMS CAN BE RETAINED:  
\$ \_\_\_\_\_

OPTION 2: TOTAL BID (Materials and Labor) for items ON THIS WORKSHEET **INCLUDING** ITEMS #6 AND #7 IF CONTRACTOR FEELS CURRENT ITEMS CANNOT BE RETAINED:  
\$ \_\_\_\_\_

If contractor believes item if only one of either #6 or #7 should be replaced/retained, please note as such on this bid worksheet and include in bid total.

**Bids are due to Nelson County Health System (address on Invitation to Bid) no later than 4:00 PM on Thursday, December 28, 2017. All work must be completed by August 1, 2018.**

For an on-site inspection, please contact Steve Forde at (701) 322-4328, ext. 227.

**Submitted By:**

BUSINESS NAME: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**VENDOR LIST**  
**NELSON COUNTY HEALTH SYSTEM ELEVATOR PROJECT**



This form must be completed and submitted with the other bid documents.

Please list all material vendors:

Please list all sub-contractors (name & address) and amount of contract:



**NELSON COUNTY HEALTH SYSTEM ELEVATOR PROJECT**  
**Red River Regional Council**  
**CDBG INFORMATION & CONSIDERATIONS**



Nelson County, on behalf of Nelson County Health System, has been awarded a Community Development Block Grant (CDBG) funds for the elevator project at the critical access hospital. The CDBG program provides financial assistance to eligible units of local governments in the form of grants and loans for public facilities, housing rehabilitation, and economic development projects. The primary beneficiaries of these projects must be very low and low income individuals.

Nelson County has been awarded CDBG funds for a public facilities project, as the project will benefit people with disabilities. The Red River Regional Council (RRRC) will be administering the CDBG grant on behalf of Nelson County. If you have any questions, please contact CDBG grant administrator Stacie Sevigny at 701-352-3550 or [Stacie@redriverrc.com](mailto:Stacie@redriverrc.com).

All contractors awarded projects utilizing CDBG funds, must be registered on **[www.SAM.gov](http://www.SAM.gov)**, the federal system for award management. You must have an active registration to do business with the federal government, which CDBG funds are derived from. Registration is free (please use website above).

**Current registration is required prior to contract award.**

CDBG requirements specify the following civil rights and labor standards be included in each bid packet for projects awarded CDBG funds:

Appendix C: Appendix C provides information on federal requirements regarding discrimination and equal opportunity provisions. Contractors are responsible for compliance with these CDBG related terms and conditions.

Section 8/Labor: Section 8 – Labor Regulations addresses all required and applicable labor laws associated with CDBG projects, including the Davis Bacon Act. Also included in this section are sample forms related to project wage decisions, and how to report additional classifications and rates (SFN52337). Contractors hired for CDBG projects must pay employees weekly per the wage rates and supply weekly payroll reports (SFN52339) to the grant administrator. Sample forms are included. Form SFN52341 will be utilized at least once for each CDBG project and contractors must make employees available at the work site for the grant administrator to interview employees and complete this form.

Wage Decision: Attached is the current ND Department of Commerce – Community Services Division approved wage decision which must be utilized for this project. If modifications have been published 10 days or less from the date of the bid opening, contractors are required to utilize the updated applicable wage rate decision. Please contact the grant administrator with any questions regarding the wage decision.

## **APPENDIX C**

### **CIVIL RIGHTS –PROVISIONS**

#### **CONSTRUCTION CONTRACTS**

The provisions on the following pages must be included in the contracts.

## **PROFESSIONAL SERVICES CONTRACTS**

The provisions on the following pages must be included in all professional services contracts.

For Section 3 covered projects refer to Appendix B.

### Equal Employment Opportunity.

During the performance of this contract, the Consultant agrees as follows:

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the city setting forth, the provisions of this non-discrimination clause.
- b. The Consultant will in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. The Consultant will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

### Civil Rights Act of 1964.

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### Section 109 of the Housing and Community Development Act of 1974.

- a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

### Section 504 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.



- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.
- f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

## **CONSTRUCTION BID DOCUMENTS AND CONTRACT DOCUMENTS**

The documents on the following page must be included in all bid packages and construction contracts, if applicable.

\*Remember to include all applicable Labor provisions in the bid documents.

For Section 3 covered projects refer to Appendix B.

## SPECIAL EQUAL OPPORTUNITY PROVISIONS

Activities and Contracts Not Subject to Executive Order 11246, as Amended.

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this contract, the contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure the applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. Contractors shall incorporate foregoing requirements in all subcontracts.

Section 109 of the Housing and Community Development Act of 1974. (All Contracts).

- a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

24 CFR Part 135 §135.38. This clause **must** be included in all Section 3 covered Contracts and Subcontracts.

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.



- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (24 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (I) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Segregated Facilities (All Contracts Over \$2,000).

The Contractor or Subcontractor will not maintain any facility which is provided for their employees in a segregated manner or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.



Section 504 Handicapped (If \$2,500 or Over).

Affirmative Action for Handicapped Workers

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.
- f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Executive Order 11245 (Contracts/Subcontracts \$10,000 and Above).

1. Section 202 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.



2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)

- a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- b. If this is a Section 3 project, the goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation in for each trade	Goals for female participation in each trade
	Insert goals for each year	Insert goals for each year

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based in its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform through-out the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive.

Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

Standard Federal Equal Employment Opportunity **Construction** Contract Specifications  
(Executive Order 11246).

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any persons to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regard less of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.



4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organizations and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.



- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct his recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7A through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.



11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).



## **HOUSING CONTRACT PROVISION**

### **Lead-Based Paint**

Any grants or loans for the rehabilitation of residential structures with assistance from the Department of Housing and Urban Development shall include provisions for the elimination of lead-based paint hazards under Subpart J of HUD Lead-Based Paint Regulations 24 CFR Part 35. If lead-based paint hazards are identified in a structure receiving assistance, contractors, subcontractors and/or their employees must show documentation that they have completed one of the HUD or EPA approved courses listed under 24 CFR Part 35.1330 (4).

## SECTION 8 - LABOR REGULATIONS

### A. Introduction

Communities implementing projects which involve construction contracts in excess of \$2,000 (except rehabilitation of residential property designed for use by less than eight families) must comply with the following Federal labor laws:

- Davis Bacon Act
- Copeland Anti-Kickback Act
- Contract Work Hours and Safety Standards Acts or Fair Labor Standards Act

All construction contracts (including construction contracts paid with special assessments using CDBG funds) are required to comply with these Labor Standard Provisions.

### B. Summary of Applicable Laws

#### 1. Davis-Bacon Act

Davis-Bacon Act provides that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with grants received under this title (in this case the State CDBG program) shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

Construction contracts in excess of \$2,000 awarded by recipients under the CDBG program shall include a provision for compliance with Davis-Bacon and associated Department of Labor regulations. The principal requirements are:

- a. Recipients must include a copy of the current prevailing wage rate decision in each Invitation for Bids (IFB), Request for Proposal (RFP) and Purchase Order (PO) when applicable.
- b. Recipients may only award contracts to eligible contractors and subcontractors who have accepted the wage rate decision and have signed a certification to pay wages on that basis, and who will comply with other labor standards.
- c. Contractors must pay laborers the wage rate determined by the Secretary of Labor to be the prevailing rate in that labor market.
- d. Contractors must submit weekly payrolls.
- e. Recipients are required to report all suspected, reported or confirmed violations to the DCS which may investigate these alleged violations.

f. Three special classes of employees may be utilized on projects subject to Davis-Bacon Wage Rates and be compensated at less than the Davis-Bacon prevailing wages. These classes are:

- (1) Apprentices - provided they are individually registered in a bona fide apprenticeship program in which the contractor participates, and which is approved by the DOL. Apprentices must also satisfy other conditions as specified in the Labor Standards Contract Provisions.
- (2) Trainees - provided they are in a DOL-approved training program and they satisfy other conditions as specified in the Labor Standards Contract Provisions.
- (3) Volunteers - the use of Volunteers on a CDBG project must meet the criteria found in 24 CFR Part 70. Please contact the DCS for further guidance if volunteers are going to be utilized.

When any of these employee classes appear on the Contractor's weekly payrolls, it is the Contractor's responsibility to provide the documentation necessary to permit the administrator to determine that there is compliance with the Davis-Bacon wage rate determination.

## 2. Copeland Anti-Kickback Act

The Copeland Anti-Kickback Act makes it a criminal offense for any person to induce, by any manner whatsoever, any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he/she is entitled under his/her contract of employment. The Act also provides for the submission of weekly certified payroll reports (CPRs) by all contractors and subcontractors.

All contracts for construction, reconstruction or repair (over \$2,000) must include the following prohibition:

“No contractor or subcontractor shall induce, by any means, any person employed in such publicly-funded construction, reconstruction or repair to give up any part of the compensation to which he is otherwise entitled except for authorized payroll deductions.”

Recipients should conduct confidential interviews with employees to assure compliance with the terms of this law, and the contractor is required to maintain payroll records, and to submit weekly certified payrolls, documenting compliance.



3. Contract Work Hours and Safety Standards Acts (over 100,000) or Fair Labor Standards Act

Contract Work Hours and Safety Standards Act and Fair Labor Standards Act provides that no contract work, which may require or permit any laborer or mechanic, in any workweek in which he is employed on such work, to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate pay for all hours worked in such workweek, whichever is greater. In the event of violations, the contractor or subcontractor shall be liable to any affected employee for his unpaid wages as well as to the United States for liquidated damages.

All construction contracts in excess of \$2,000 and other contracts in excess of \$2,500 involving the employment of mechanics or laborers must comply with the following provisions of this law:

- a. Contractors shall compute the wages of each laborer and mechanic on the basis of a standard workweek of 40 hours.
- b. Work in excess of this standard is permitted, provided that compensation for the amount in excess of the standard is calculated at a rate not less than 1 ½ times the basic rate of pay.
- c. Contractors may not require any laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his/her health or safety as determined under construction safety or health standards promulgated by the Department of Labor.

C. Grantee Administration of Labor Standards Requirements

The laws and their implementing regulations spell out a number of Federal requirements and procedures for CDBG contracting agencies. The basic steps to grantee compliance are as follows:

1. Labor Officer

The Grantee should designate an appropriate staff person to act as labor officer to insure compliance to all requirements and to be the primary contact person for the state.

2. Wage Decision Approval

At least 15 days prior to solicitation of bids, the Labor officer should complete the Wage Decision Approval form to verify the most recent wage decisions for their projects. You must receive approval from DCS prior to advertising for bids.



3. Wage Decision Modifications

Project wage decisions may be modified to keep them current. A wage decision modification may specify only the items being changed or may be in the form of a supersedeas wage decision, which replaces the entire wage decision. All actions modifying a project wage decision received by the grantee before contract award shall be effective except under the following circumstance:

For contracts entered into pursuant to competitive bidding procedures, wage decision modifications received by the contracting officer less than ten days before the bid opening shall be effective unless the contracting officer finds that there is not reasonable time available before bid opening to notify all bidders. If it is determined that sufficient time is not available in which to notify bidders, documentation to this effect must be contained in the CDBG labor files.

When advertising for bids on a CDBG funded project, the advertisement must contain a statement informing potential contractors that all work done on the project is subject to prevailing Davis-Bacon Wage Rates.

The actual wage decision must be included in all bid specifications and contract documents. If prevailing wages rates have been modified, the Grantee must notify each prospective bidder of these changes. The current wage decision must be posted in a visible location at the work site(s).

4. Contractor Clearance

Prior to award of any contract or subcontract, including housing rehabilitation contracts, the Grantee must verify the eligibility status of all contractors and subcontractors to be used. The eligibility status must be verified by checking at <http://www.sam.gov>. A copy of the results must be printed and placed in the file.

NOTE: All contractors must be registered if contract is over \$25,000. DCS recommends all contractors register regardless of amount.

5. Additional Classifications

If after the construction contract is awarded, it is found that any classification not identified on the Wage Decision is needed, a request by the Prime Contractor for those classifications must be made to the DCS. The request must be made on the Report of Additional Classification and Rate Form. The additional classification wage decision must be posted in a visible location at the worksite(s).

6. Federal Labor Standard Provisions

The Grantee must include the Federal Labor Standard Provisions in all contracts, subcontracts, and any lower tier subcontracts and in all bid documents. Inclusion by reference is unacceptable. Always use the most updated Form 4010.

7. Preconstruction Conference

The Grantee should hold a preconstruction conference with the prime contractor and all available subcontractors to explain all labor standards obligations. An attendance roster and accurate minutes from the preconstruction conference need to be kept and maintained in the Grantee files. All instructions and pertinent information for guidance on how to conduct a preconstruction conference are in Appendix F.

8. Apprentice and Trainees Required

Only apprentices and trainees, under bona fide programs, approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, can be used on the job. The correct status of all proposed apprentices or trainees should be verified prior to the start of construction.

9. Labor Standards Information

A notice of "Labor Standards Information" is required for all projects covered by these labor standards provisions. The notice must include the contract award date, project name and location, contractor's name, the number of applicable wage decisions, and the date of preconstruction conference. The Labor Standards Information form must be used to provide this information and submitted to the DCS prior to the first drawdown of funds.

10. Payroll Review and Compliance

Each contractor and subcontractor must submit weekly payrolls to the Grantee. It is recommended that the contractor use the Department of Labor Form WH-347. If this form is not used, the contractor must report all items of information requested on that form and must attach the original signed Department of Labor (DOL), Statement of Compliance. It is the Grantee's responsibility to review weekly payrolls to determine compliance with labor standards requirements. The grant administrator should initial and date each payroll as evidence of review.

Employers (prime contractors and subcontractors) must maintain the current address and full Social Security Number for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for federal labor standards compliance monitoring.

Payroll forms are compared to the wage decision to assure that wages are being paid as prescribed by law. The Compliance Statement contains certifications that:

- a. the information covers the proper period and is complete and accurate;
- b. each worker has been paid the proper wages and benefits and that no "rebates" have been taken; and
- c. deductions are only those permitted by law and approved by the worker.



## 11. Field Inspections

The project administrator should understand that the enforcement of labor standards is as important as other requirements of the contract specifications and that failure to comply with the provisions of the labor standards must be corrected by the contractors and subcontractors. Failure to comply may result in the imposition of serious sanctions and penalties.

Periodic field inspections by the grant administrator at the job site should be completed to establish compliance with labor requirements, identify violations and for the following purposes:

- a. Insure that the wage decision is posted in a prominent place.
- b. To insure that a poster is conspicuously displayed which informs employees of their rights.
- c. To conduct employee interviews in order to determine that the wages they are receiving are the same as reported on the weekly payroll report.

## 12. Violations

Serious violations (i.e., those representing underpayments greater than \$1,000) are to be reported immediately to the DCS. Technical assistance will be provided to assure proper resolution of the issue. Violations less than \$1,000 which are not willful should be dealt with as follows:

- a. Require the contractor to prepare a correction payroll to make appropriate restitution to affected employees.
- b. Assess liquidated damages for non-payment of overtime and require a separate correction payroll. (If the CWH & SSA applies, those violations carry a liquidated damage penalty of \$10/day per violation).
- c. If contractors refuse to comply with these requirements, the recipient must withhold sufficient amounts to make restitution. This amount is to be recorded on the Contractor's Obligation/Liquidation Record and the DCS is to be notified immediately.

## WAGE DECISION APPROVAL

NORTH DAKOTA DEPARTMENT OF COMMERCE/DCS  
SFN 60437 (7/13)

**Instructions:** Submit to Division of Community Services (DCS) prior to advertising for bids or obtaining quotes. You must receive approval back from DCS prior to advertising for bids. Modifications issued less than ten days before the bid opening shall be effective unless the contracting officer finds that there is not reasonable time available before bid opening to notify all bidders. If it is determined that sufficient time is not available in which to notify bidders, documentation to this affect must be contained in the Community Development Block Grant (CDBG) labor files.

Recipient		Instrument Number		
If Economic Development Project - Business Name				
Project Description				
Wage Decision Number		Modification Number		Publication Date
<b>Construction Type</b> <input type="checkbox"/> Residential <input type="checkbox"/> Building <input type="checkbox"/> Highway <input type="checkbox"/> Heavy (water and sewer lines only) <input type="checkbox"/> Heavy (industrial/processing plants and refineries) <input type="checkbox"/> Heavy (excluding sewer & water line construction & drainage projects) <input type="checkbox"/> Heavy (including sewer & water line construction & drainage projects & excluding industrial/processing plants & refineries)				
Planned Advertising Date(s)	Planned Bid Opening Date	Planned Bid Closing Date	Planned Quote Date	Release of Funds Date
Will contract be awarded within 90 days of bid opening/quote date? <input type="checkbox"/> Yes <input type="checkbox"/> No If not, the wage decision MUST be updated as of the date of the award.				

### Agency Providing Labor Standards Information

Agency		Labor Officer	
Telephone Number	Email Address	Date	

**DCS approval MUST be received prior to advertising for bids or obtaining quotes.**

Approved By	Date
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**REPORT OF ADDITIONAL CLASSIFICATION AND RATE**  
**NORTH DAKOTA DEPARTMENT OF COMMERCE/DCS**  
 SFN 52337 (05/12)

General Decision Number	Modification Number	Modification Date
County		Contract Award Date
Project Name		Project Number
<b>SUBCONTRACTOR</b>		
Name	Address	
City	State	ZIP Code
Contact Person	Phone Number	
<b>PRIME CONTRACTOR</b>		
Name	Address	
City	State	ZIP Code
Contact Person	Phone Number	
Work Classification(s) Requested	Hourly Wage Rates	
	Basic Wage	Fringe Benefits (if any)
Check all the Apply <input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. <input type="checkbox"/> The proposed classification is utilized in the area by the construction industry. <input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. <input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). <input type="checkbox"/> Supporting documentation attached, such as a labor agreement.		
Signature of Prime Contractor		Date
North Dakota Division of Community Services		Date
Additional classifications needed for work not included within the scope of classifications listed in the DOL wage decision may be added after award only as provided in the labor standards contract clauses[29 CFR 5.5 (a)(1)(ii)].		



Sample – Always use the most recent Federal Labor Standards Provision found at hud.gov search for HUD 4010

## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates) performed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformity with the wage determination. HUD shall approve any additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay an other bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part



of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (I) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(II) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 079-005-000-14-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(II) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the



journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprenticeship classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (I) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code Section 1010, Title 18, U.S.C., "Federal Housing Administration Transactions", provides in part: "Whoever, for the purpose of... influencing in any way the action of such Administration... makes, utters or publishes any statement knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph



graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**LABOR STANDARDS INFORMATION**

NORTH DAKOTA DEPARTMENT OF COMMERCE/DCS

SFN 52338 (10/11)

Recipient		If Economic Development Project - Business Name	
Instrument Number	Wage Decision Number	Modification Number	Publication Date
Project Description			
Construction Type <input type="checkbox"/> Residential <input type="checkbox"/> Building <input type="checkbox"/> Highway <input type="checkbox"/> Heavy (water and sewer lines only) <input type="checkbox"/> Heavy (industrial/processing plants and refineries) <input type="checkbox"/> Heavy (excluding sewer & water line construction & drainage projects) <input type="checkbox"/> Heavy (including sewer & water line construction & drainage projects & excluding industrial/processing plants & refineries)			
Name and Mailing Address of Contractor(s)		License Number	EPL Clearance Date
Name and Mailing Address of Subcontractor(s)		License Number	EPL Clearance Date
Advertising Date(s)	Bid Opening Date	Bid Closing Date	Release of Funds Date
Contract Award Date	Pre-Construction Conference Date	Start of Construction Date	
Procurement Method Used (check one) <input type="checkbox"/> Small Purchase <input type="checkbox"/> Competitive Sealed Bids <input type="checkbox"/> Competitive Proposals <input type="checkbox"/> Non Competitive Proposals			
Number of Bids Received _____ (contact DCS if less than 2 bids are received)			
Number of Quotes Received _____ (minimum of 3 required)			
List Each Minority Business Enterprise		List Each Women-Owned Business Enterprise	
List Section 3 Contractors			
AGENCY PROVIDING LABOR STANDARDS INFORMATION			
Agency	Labor Officer		Telephone Number
Address	City		State   ZIP
Remit to DCS prior to the first draw of CDBG project funds.			



# PAYROLL FORM

SFN 52339 (01/10)

[illegible]

Date

I, \_\_\_\_\_ (Name of signatory party) \_\_\_\_\_ (Title)

Do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_ (Building or Work)

Contractor of Subcontractor \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending the \_\_\_\_\_ day of 20\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ from the full weekly wages earned \_\_\_\_\_ (Contractor or Subcontractor)

by any persons and that no deductions have been made either directly or indirectly from the full wages earned by any persons, other than permissible deductions as defined in Regulations, Part 3 (CFR Subtitle A), issued by the Secretary of Labor under the Copeland Acts, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357, 40 U.S.C. 276c), and described below;

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are fully registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4 (c) below.

(c) EXCEPTIONS

Exception (Craft)	Explanation

Remarks

Name and Title

Signature

THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.



## Instructions for Completing Payroll Form, SFN 52339

**General:** SFN 52339 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of the SFN 52339 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in



the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deductions are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1 and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 of the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

#### **Use of Section 4(c), Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.



**EMPLOYEE INTERVIEW RECORD (LABOR STANDARDS)**  
**NORTH DAKOTA DEPARTMENT OF COMMERCE/DCS**  
 SFN 52341 (08/10)

**CONFIDENTIAL**

Project Name		Contractor or Subcontractor (Employer)	
Project Number		Employee Name	
Employee Identifying Number		Employee Phone Number	
Employee Home Address		City	State ZIP Code
Verification of Identification <input type="checkbox"/> Yes <input type="checkbox"/> No	How long on this job?	Hours for starting and stopping normal work?	
Daily/Weekly hours worked normally?	How many hours did you work last week?	Hourly rate of pay?	
Fringe Benefits? Vacation <input type="checkbox"/> Yes <input type="checkbox"/> No      Medical <input type="checkbox"/> Yes <input type="checkbox"/> No Pension <input type="checkbox"/> Yes <input type="checkbox"/> No      Other <input type="checkbox"/> Yes <input type="checkbox"/> No		Do you have a pay stub with you? <input type="checkbox"/> Yes <input type="checkbox"/> No	
What deductions other than taxes and social security are made from your pay?			
Your job classification(s) (list all)			
Your duties			
Tools or equipment used			
Are you an apprentice or trainee?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you paid for all hours worked?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Have you ever been threatened or coerced into giving up any part of your pay?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Employee Signature		Date	
Duties observed by the Interviewer (Please be specific.)			
Remarks			
Interviewer Name (please print)	Signature of Interviewer	Date of Interview	
Payroll Examination			
Remarks			
Signature of Payroll Examiner		Date	

General Decision Number: ND170041 09/15/2017 ND41

Superseded General Decision Number: ND20160041

State: North Dakota

Construction Type: Building

Counties: Benson, Cavalier, Eddy, Foster, Griggs, Kidder, La Moure, Logan, McIntosh, Nelson, Steele, Towner, Traill, Walsh and Wells Counties in North Dakota.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017
1	07/07/2017
2	09/15/2017

BOIL0647-006 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 32.75	26.42

\* ELEC1426-007 06/01/2017

	Rates	Fringes
ELECTRICIAN.....	\$ 30.13	12.36

ENGI0049-008 05/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
GROUP 1.....	\$ 31.60	16.75
GROUP 2.....	\$ 28.95	16.75
GROUP 3.....	\$ 28.35	16.75

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane Operator 180' boom or jib and over any combination, all types, Crane Operator 150 tons & over, Overhead Cranes 250 tons & over, Tower Cranes 200' and up, an jib configuration 160' and over.

GROUP 2: All cranes up to 149 tons, Crane Operator up to 179' of Boom or Jib, any combination all types, Gentry Crane operator, Overhead Cranes up to 249 tons, Tower



Cranes up to 199' and any jib configuration 159' and under.  
GROUP 3: Forklift

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IRON0512-010 06/05/2016

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 30.70	9.15

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PLAS0633-001 05/01/2015

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.90	13.60

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PLUM0300-020 05/29/2017

	Rates	Fringes
PIPEFITTER.....	\$ 35.54	13.82

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SUND2012-022 08/18/2014

	Rates	Fringes
BRICKLAYER.....	\$ 24.60	10.28
CARPENTER.....	\$ 18.87	3.83
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 16.68	2.17
IRONWORKER, STRUCTURAL.....	\$ 28.02	15.21
LABORER: Common or General.....	\$ 12.87	3.18
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 22.48	4.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 21.23	12.65
OPERATOR: Loader.....	\$ 21.00	12.45
PAINTER (Brush and Roller).....	\$ 20.46	0.00
PLUMBER.....	\$ 23.09	5.16
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 26.80	8.52
SHEET METAL WORKER (HVAC Unit Installation Only).....	\$ 28.88	8.20
TRUCK DRIVER: Dump Truck.....	\$ 20.95	0.00

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average



calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION





## Information and Technical Assistance on the Americans with Disabilities Act

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### ADA Standards for Accessible Design



**2010 ADA  
Standards for  
Accessible  
Design - html**

**2010 Standards -  
PDF (screen  
quality)**

**2010 Standards -  
PDF (print quality)**

**Guidance on the  
2010 ADA  
Standards for  
Accessible  
Design - html**

**Guidance - PDF  
(screen quality)**

**Guidance - PDF  
(print quality)**

The Department of Justice's revised regulations for **Titles II and III** of the Americans with Disabilities Act of 1990 (ADA) were published in the Federal Register on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the **2010 ADA Standards for Accessible Design**, "2010 Standards." On March 15, 2012, compliance with the 2010 Standards was required for new construction and alterations under **Titles II and III**. March 15, 2012, is also the compliance date for using the 2010 Standards for program accessibility and barrier removal.

**The 1991 ADA Standards for Accessible Design**, printed as Appendix A of the title III regulation in the Code of Federal Regulations, July 1, 1994 could be used for new construction and alterations under **Titles II and III** until March 14, 2012.

The Department has assembled an official online version of the 2010 Standards to bring together the information in one easy-to-access location. It provides the scoping and technical requirements for new construction and alterations resulting from the adoption of revised 2010 Standards in the final rules for Title II (28 CFR part 35) and Title III (28 CFR part 36).

The Department has also compiled **Guidance on the 2010 Standards** from the revised regulations for **Titles II and III**. This explanatory information from the regulations addresses the scoping and technical provisions of the 2010 Standards.

If you have questions about the ADA Standards and want to talk to a Department of Justice ADA Information Specialist, go to the **ADA Information Line** page for the Department's toll-free telephone numbers and times of operation.

#### Selected Topics

Olmstead  
HIV and AIDS  
Employment  
Accessible Technology  
Barrier-Free Healthcare Initiative  
Criminal Justice  
Proposed Regulations  
Project Civic Access  
ADA Business Connection

#### Resources

Federal ADA & Section 504 Resources  
Reports & Updates  
Section 508  
ADA.gov Archive

#### Titles of the ADA

Employment (title I)  
State & Local Government (title II)  
Public Accommodations and  
Commercial Facilities (title III)

#### Department of Justice ADA Responsibilities

Technical Assistance  
Enforcement  
Mediation  
Regulations  
Certification of State and Local Building Codes



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