

CONTRACT DOCUMENTS & SPECIFICATIONS

MOORE STREET SENIOR APARTMENTS PARKING LOT IMPROVEMENTS **Project No. ITB-26-15**

June 2026



Prepared by:

City of Fairbanks, Engineering Department
800 Cushman Street
Fairbanks, Alaska 99701

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STATE WAGE RATES

State wage rates can be obtained at <http://www.labor.state.ak.us/lss/pamp600.htm>. Use the State wage rates that are in effect on the final bid date. The City will include a paper copy of the State wage rates in the signed Contract.

**CITY OF FAIRBANKS
INVITATION TO BID NO. ITB-26-15**

Sealed bids for furnishing all labor, equipment, materials, traffic control, erosion and sediment control, and supervision required to remove, regrade and replace existing old asphalt, modify and install concrete curb/sidewalk and drainage improvements as described below for the MOORE STREET SENIOR APARTMENTS PARKING LOT IMPROVEMENTS PROJECT will be received by the City Clerks, City Hall, 800 Cushman Street, Fairbanks, Alaska 99701 no later than 2:00 P.M, local time, July 22, 2026 and will immediately thereafter be publicly opened and read aloud in the Engineering Conference Room at the same address.

A **Mandatory** pre-bid conference will be held on July 7th, 2026 at 10:00 A.M. on site at the Moore Street Senior Apartments, 1420 Moore Street, Fairbanks, AK 99701 for all prospective proposers. Contact Jeff Whipple at jwhipple@fairbanks.gov to confirm attendance. Bids will only be accepted from Bidders in attendance.

Final questions or comments to be submitted no later than July 20, 2026

ITB Documents: Interested Contractors may obtain ITB documents online at
The Associated General Contractors <http://www.agcak.org>,
The Plans Room LLC <http://www.theplansroom.com> and
The City of Fairbanks <https://www.fairbanksalaska.us/rfps>

The City reserves the right to waive informalities not inconsistent with the law and to reject any or all bids.

PUBLISH: FAIRBANKS DAILY NEWS MINER, June 26th, 28th & 29th, 2026

PART I - INSTRUCTIONS TO BIDDERS

DIVISION 000 – INSTRUCTIONS TO BIDDERS

00-1.00 CONSTRUCTION DOCUMENTS. Contract documents are available for the convenience and review by/of contractors, subcontractors, and suppliers, one complete hard copy set of contract documents, construction plans and technical specifications is retained on file at the City of Fairbanks Engineering Department Office in City Hall, 800 Cushman Street. The City reserves the right to waive informalities not inconsistent with the law and to reject any or all bids.

00-1.01 RECEIPT AND OPENING OF BIDS. The City of Fairbanks, Alaska (hereinafter called the "Owner"), invites bids submitted on the forms described herein. Bids including any amendments or withdrawals must be received by the City Clerk's Office, at or prior to, the designated time. Bids not received by the City Clerk's Office at, or prior to, the designated time will not be accepted and will be returned to the bidder unopened. Mailed or hand-delivered envelopes containing the bids must be sealed, addressed to the City Clerk at 800 Cushman Street, Fairbanks, Alaska 99701-4615, and designated as specified in the "Invitation to Bid." Faxed bid amendments must be addressed to City Purchasing Agent. Fax number: (907) 459-6731.

000-1.03 BID SECURITY. Bid security (referred to as Bid Bond) is required with each bid in the following amount:

1. Ten Percent of the amount of the bid if the bid does not exceed \$100,000; or
2. Ten percent of the first \$100,000 and five percent of the amount of the bid over \$100,000 if the bid exceeds \$100,000 up to a maximum of \$200,000 in security.

000-1.04 EQUAL OPPORTUNITY. The City of Fairbanks hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

000-1.06 BID QUESTIONS.

All questions relating to bidding procedures, design features, constructability, quantities, discrepancies, request for correction, or other technical aspects of the project shall be submitted via email to the City of Fairbanks Engineering Department via jwhipple@fairbanks.gov, attention Jeff Whipple, Project Manager

Questions shall be submitted at least seven calendar days prior to the date fixed for the opening of the bids. The Owner shall provide all such corrections and any supplemental instructions in the form of addenda electronically to:

- <http://www.agcak.org>

- <http://www.theplansroom.com>
- <https://www.fairbanksalaska.us/rfps>

000-1.07 OTHER INFORMATION:

Bid results are available after the bid opening by accessing the City of Fairbanks home page at <https://www.fairbanksalaska.us/rfps>.

The Standard Specifications for Highway Construction [English Edition] dated 2020 can be downloaded from the internet at <http://www.dot.state.ak.us/stwddes/dcspsecs/index.shtml>.

000-1.08 CONTRACT QUANTITIES IN BID SCHEDULE. The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

This project contains pay items with contract quantities as defined with technical and special provisions.

000-1.09 CONTRACT AWARD.

1. Except as provided in the Code of Ordinances, City of Fairbanks, Alaska, also cited Fairbanks General Code (FGC); contract award authority is by resolution of the City Council.
2. The awarding authority may award a contract based on solicited bids to the lowest responsive and responsible Bidder as provided in the FGC and these contract documents and specifications.
3. Local bidder preference will be used as a criterion in awarding this bid. (The provisions of local preference are not applicable to any contract funded by a Federal or State grant which expressly prohibits a local preference in awarding contracts.)

000-1.10 REQUIRED DOCUMENTS. Each bid shall be submitted on the prescribed forms.

Required for Bid. Bids will not be considered if the following documents are not filled out completely and submitted at the time of bidding:

1. Bid and Non-Collusion Affidavits
 2. Bid Schedule(s)
 3. Bid Bond (with Power of Attorney when appropriate)
-

4. Legible reproduction of current Alaska Contractor's License or Certified License Statement
5. Copy of current Alaska Business License
6. Copy of current City of Fairbanks Business License

Required After Notice of Apparent Low Bidder. The apparent low bidder is required to complete and submit the following document within 10 working days after receipt of written notification:

1. Sub-Contractors List

Required for Award. In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

1. Construction Contract (Agreement)
2. Contract Bond (Performance)
3. Contract Bond (Payment)
4. Contractor's Questionnaire
5. Certificate of Insurance (from carrier)
6. Bidders must register annually with the Civil Rights Office in order to be eligible for award. If not registered, or if unsure, submit the following: Bidder Registration (Form 25D-6)

000-1.11 CHANGE IN PREVAILING WAGE REQUIREMENTS. The Department of Labor and Workforce Development (DOLWD) proposed a revised regulatory definition of "on-site" in 8 AAC 30.910 to clarify the scope of activities covered by Alaska's Little Davis Bacon Act (AS 36.05.010-AS 36.05.110). For a copy of the revised definition of 8 AAC 30.910, go to: <http://labor.alaska.gov>.

DOLWD will enforce the revised provisions on all projects with a bid opening date on or after March 15, 2011. Prospective bidders on projects with a bid opening date on or after March 15, 2011, must consider the impact of the revised regulation and bid accordingly. DOLWD will not enforce the new "onsite" definition on projects with a bid opening date prior to March 15, 2011.

000-1.12 USING APPRENTICES. Contractors must comply with Administrative Order 226, which establishes a 15% goal for hiring apprentices in certain job categories; on highway, airport, harbor, dam, tunnel, utility or dredging projects financed by the State of Alaska. This Administrative Order will apply to all such projects advertised after September 1, 2005, where the project construction cost exceeds 2.5 million dollars.

For additional details, please visit: <http://labor.alaska.gov/lss/forms/ApprenHireReq.pdf>.

000-1.13 SPECIAL NOTICE TO BIDDERS. The City of Fairbanks may cancel this solicitation either before or after bid opening, but prior to the issuance of the "Notice of Intent to Award" under Subsection 103-1.03 of the Standard Specifications for Highway Construction, 2020 Edition, if it is determined that award is not in the best interest of the City.

The City also reserves the right to cancel this solicitation after issuance of the "Notice of Intent to Award" and the declared apparent low bidder for the project is cautioned to not proceed with any aspect of contract performance until a "Letter of Award" and "Notice to Proceed" have been issued by the City. The apparent low bidder is not relieved from any of the procedural requirements of Section 103 of the Standard Specifications for Highway Construction, 2020 Edition. By submitting a bid for this project, the bidder agrees that the City will not provide compensation for, nor be held liable for, any bidder or prospective contractor incurred costs associated with bid preparation or other prospective contractor incurred costs.

**CITY OF FAIRBANKS
BID AFFIDAVIT
ITB-26-15**

Bid of

____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____*, to the CITY OF FAIRBANKS, a municipal corporation of the State of Alaska (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the **MOORE STREET SENIOR APARTMENTS PARKING LOT IMPROVEMENTS PROJECT No. ITB-26-15**, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT by October 15, 2026. BIDDER further agrees to pay liquidated damages in accordance with the Contract Documents.

BIDDER acknowledges receipt of the following ADDENDA (give number and date of each):

Addenda	Date Issued	Addenda	Date Issued

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

ON ATTACHED BID SCHEDULE(S)

Respectfully submitted:

_____ Signature	_____ Address	
_____ Title	_____ Telephone Number	_____ Date

NON-COLLUSION AFFIDAVIT

UNITED STATES OF AMERICA
STATE OF ALASKA

I, _____, of _____
(Name of Officer) (Firm Name)
_____, being duly sworn, do depose and state:

That I, or the firm, association or corporation of which I am a member, a bidder, on the contract to be awarded, by the City of Fairbanks of the State of Alaska, for the construction of that certain project designated as: the **MOORE STREET SENIOR APARTMENTS PARKING LOT IMPROVEMENTS PROJECT NO. ITB-26-15**, located at Fairbanks, Alaska, in the State of Alaska, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

(Signature)
Subscribed and sworn to this _____ day of _____, 2026.

Notary Public
My Commission Expires:

BID SCHEDULE

The Bidder shall insert a unit bid price or a lump sum price in figures opposite each pay item and total price for which an estimated quantity appears in the bid schedule. The estimated quantity of work for payment on a lump sum basis will be "all required" and as further specified in the contract.

City of Fairbanks ITB-26-15		MOORE ST. SENIORS PARKING LOT IMPROVEMENTS BASE BID			
BID SCHEDULE		QUANTITY	PAY UNIT	UNIT PRICE	AMOUNT
ITEM NO.	PAY ITEM				
202.0001.0000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	ALL REQUIRED	LUMP SUM		
301.0001.00D1	AGGREGATE BASE COURSE, GRADING D-1	907	TON		
303.2003.0000	DITCH RECONDITIONING	330	LF		
304.0001.000F	SUBBASE, GRADING F	126	TON		
401.0001.002B	HMA, TYPE II ; CLASS B	470	TON		
401.0004.5228	ASPHALT BINDER, GRADE 52-28	28	TON		
601.0001.0001	METAL FLUME DOWNDRAIN - ROOF DRAIN	ALL REQUIRED	LUMP SUM		
603.2025.0000	TRENCH DRAIN	6	LF		
608.0001.0004	CONCRETE SIDEWALK, 4 INCH THICK	82	SY		
608.0006.0000	CURB RAMP	1	EACH		
608.2001.0000	STEEL BOLLARD, FIXED	EACH	18		
609.0002.0001	CURB AND GUTTER, TYPE 1	484	LF		
615.0002.0000	REMOVE AND RELOCATE SIGN	2	EACH		
618.0004.0000	SEEDING	666	SY		
620.0001.0000	TOP SOIL	666	SY		
640.0001.0000	MOBILIZATION AND DEMOBILIZATION	ALL REQUIRED	LUMP SUM		
641.0001.0000	TEMPORARY EROSION, SEDIMENT AND POLUTION CONTROL	ALL REQUIRED	LUMP SUM		

642.0001.0000	CONSTRUCTION SURVEYING	ALL REQUIRED	LUMP SUM		
643.0002.0000	TRAFFIC MAINTENANCE	ALL REQUIRED	LUMP SUM		
670.0001.0000	PAINTED TRAFFIC MARKINGS	ALL REQUIRED	LUMP SUM		
A: Total Base Bid:					
B: Local Bidders Preference (5%), \$50,000 max.					
A - B: Adjusted Base Bid Amount:					

BID BOND

KNOW ALL BY THESE PRESENTS, that we, the undersigned,

_____ as Principal,
and _____ as Surety,
are hereby held and firmly bound unto the CITY OF FAIRBANKS, ALASKA as Owner in the penal sum of
_____ for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____, 2026.

The Condition of the above obligation is such that whereas the Principal has submitted to the CITY OF FAIRBANKS a certain Bid, attached hereto, and hereby made a part hereof to enter into a contract in writing, for the **MOORE STREET SENIOR APARTMENTS PARKING LOT IMPROVEMENTS PROJECT No. ITB-26-15**.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate,
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BID BOND (continued)

Principal (L.S.)

By: _____

Surety

By: _____

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CITY OF FAIRBANKS

BID MODIFICATION

MOORE STREET SENIOR APARTMENTS PARKING LOT IMPROVEMENTS PROJECT No. ITB-26-15

Modification Number: _____

Note: All revisions shall be made to the unadjusted bid amount (s).

Changes to the adjusted bid amounts will be computed by the City.

PAY ITEM NO.	PAY ITEM DESCRIPTION	REVISION TO UNIT BID PRICE	REVISION TO UNIT BID AMOUNT

TOTAL REVISION: \$ _____

Name of Bidding Firm

Responsible Party Signature Date

This form may be duplicated if additional pages are needed.

CONTRACTORS QUALIFICATION QUESTIONNAIRE

A. FINANCIAL

1. Have you ever failed to complete a contract due to insufficient resources?

☐ No ☐ Yes If YES, explain:

2. Describe any arrangements you have made to finance this work:

B. EQUIPMENT

1. Describe the equipment you have available and intend to use for this project. List the item, quantity, make, model, size/capacity and present market value.

2. What percent of the total value of this contract do you intend to subcontract? _____ %

3. Do you propose to purchase any equipment for use on this project?

☐ No ☐ Yes If YES, describe type, quantity, and approximate:

4. Do you propose to rent any equipment for this work?

☐ No ☐ Yes If YES, describe type and quantity:

5. Is your bid based on firm offers for all materials necessary for this project?

☐ Yes ☐ No If NO, please explain:

C. EXPERIENCE

1. Have you had previous construction contracts or subcontracts with the State of Alaska?

☐ Yes ☐ No

Describe the most recent or current contract, its completion date, and scope of work:

2. List, as an attachment to this questionnaire, other construction projects you have completed, the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.

I hereby certify that the above statements are true and complete.

Name of Contractor

Name and Title of Person Signing

Signature

Date

SUB-CONTRACTOR LIST

The apparent low bidder shall complete this form and submit it so as to be received by the City Engineer prior to the close of business on the fifth working day after receipt of written notice from the City.

Failure to submit this form with all required information by the due date will result in the bidder being declared nonresponsive and may result in the forfeiture of the Bid Security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one firm, indicate the portion or percent of work to be done by each.

Check as Applicable:

☐ All work on the above-referenced contract will be accomplished without sub-contracts greater than 1/2 of 1% of the contract amount.

OR

☐ Sub-contractor List is as follows, in accordance with Fairbanks General Code 54-162.

Firm Name, Address, Telephone No.	Alaska Business License No., Contractor's Registration No.	Scope of Work to be Performed

Continue sub-contractor information on additional sheets as necessary.

I hereby certify the above listed firms possessed current Alaska Business Licenses and Contractor Registrations that were valid on the day of the bid opening for this project.

Signature of Authorized Company Representative

Title

Company Name

Company Address

Date

Phone Number

CONSTRUCTION CONTRACT (AGREEMENT)

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, by and between _____, hereinafter
(the official name, form of organization, and address of Contractor - if partnership, name of partners)
called the "Contractor" and City of Fairbanks, 800 Cushman Street, Fairbanks, Alaska 99701-4615,
hereinafter called the "Owner".

WITNESSETH THAT:

WHEREAS, pursuant to the invitation of the Owner, extended through an officially published "Advertisement for Bids," the Contractor did in accordance therewith, on the _____ day of _____, 2026, file with the Owner a Bid containing an offer which was invited by said notice; and

WHEREAS, the Owner has heretofore determined said offer was the lowest and best submitted:

NOW, THEREFORE, IT IS AGREED:

First: That the Contractor shall comply in every way with the requirements of those certain specifications entitled: **MOORE STREET SENIOR APARTMENTS PARKING LOT IMPROVEMENTS PROJECT No. ITB-26-15**, and *The Alaska Standard Specifications for Highway Construction, 2020 Edition* is incorporated by reference and made a part hereof as if set forth in full.

Second: That in consideration of faithful compliance with the terms and conditions of this Agreement the Owner shall pay to the Contractor, at the times and in the manner provided in said specifications, the total sum of:

(the basic contract price both in words and figures)

which sum is subject, however, to increase or decrease in such proportion as the quantities named in said proposal are so changed, all as in said specifications and proposal provided.

Third: That the time of completion is October 15, 2026

Fourth: That the contract documents which are hereby made a part of this Agreement by actual attachment or by this reference thereto are as follows:

1. The "Advertisement for Bids" - being the invitation to submit a proposal;
2. The Specifications named above by title;
3. The Detailed Plans listed and described in said specifications, together with those which may be issued as supplements thereof; and
4. The Bid of the Contractor, which was submitted on _____, 2026, the original or a conformed copy of which is hereto attached and marked "Exhibit A".

CONSTRUCTION CONTRACT (AGREEMENT) (Continued)

IN WITNESS WHEREOF, said Contractor and said Owner have caused this Agreement to be executed on the day and year first above written.

(Contractor)

By:

(Name, Title)

(SEAL)

And/Attest

Witness: (If individual or Partnership)

(Name)

CITY OF FAIRBANKS, FAIRBANKS, ALASKA

(Owner)

(SEAL)

By:

MINDY O'NEALL, Mayor

Attest:

DANYIELLE SNIDER, City Clerk

Approved as to substance:

TIM ZINZA, P.E., City Engineer

Approved as to form:

Thomas A. Chard, City Attorney

Date

CONTRACT BOND (PERFORMANCE)

KNOW ALL BY THESE PRESENT:

That _____ of _____
as principal(s) and _____ of _____ as
surety(sureties) are firmly bound and held unto the City of Fairbanks in the penal sum of
_____ dollars (\$ _____),
good and lawful money of the United States of America, for the payment whereof well and truly to be
made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly
by these presents.

The amount of the Performance Bond shall equal the amount of the contract.

WHEREAS, the said principals have entered into written contract with said City of Fairbanks on the
_____ day of _____, 2026, for construction of the **MOORE STREET SENIOR
APARTMENTS PARKING LOT IMPROVEMENTS PROJECT No. ITB-26-15**, said work to be done according
to the terms of said contract.

NOW, THEREFORE, the conditions of the foregoing obligation are such that if the said principals shall
well and truly perform and complete all obligation and work under said contract and the proposal, and
special conditions attached hereto and made a part hereof and or the plans and specifications of the
City of Fairbanks, or the specifications of any participating Local, State or Federal Agency when such
specifications are designated by the City of Fairbanks as those governing the conduct of construction
under this contract of which reference is hereby made and which are by reference made a part hereof
according to the terms as the same are now constituted or as they may hereafter be modified in
accordance with the provisions of said contract and specifications and during the life of any guarantee
required under the contract, and if the said principals shall comply with all requirements of law and shall
indemnify and save harmless the City of Fairbanks and employees thereof against any damage or loss
which they or any of them may suffer or for which they or any of them become liable by the default of
said principals, or by any neglect or carelessness on the part of said principals, their agents, servants or
employees in the performance of said contract, then these presents shall become void, otherwise they
shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____, Alaska, this _____
day of _____, 2026.

Principals: _____

CONTRACT BOND (PERFORMANCE) (Continued)

Countersigned: _____

(Corporation Seal)

Sureties: _____

Approved as to Form:

Thomas A. Chard, City Attorney

Date

CONTRACT BOND (PAYMENT)

KNOW ALL BY THESE PRESENT:

That _____ of _____
as principal(s) and _____ of _____ as
surety(sureties) are firmly bound and held unto the City of Fairbanks in the penal sum of
_____ dollars (\$ _____),
good and lawful money of the United States of America, for the payment whereof well and truly to be
made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly
by these presents.

The amount of the Payment Bond shall equal the amount of the contract.

WHEREAS, the said principals have entered into written contract with said City of Fairbanks on the
_____ day of _____, 2026, for construction of the **MOORE STREET SENIOR
APARTMENTS PARKING LOT IMPROVEMENTS PROJECT No. ITB-26-15**, said work to be done according
to the terms of said contract.

NOW, THEREFORE, the conditions of the foregoing obligations are such that if the said principals shall
comply with all requirements of law and pay, as they become due, all just claims for labor performed
and materials and supplies furnished upon or for the work under said contract, whether said labor be
performed and said materials and supplies be furnished under the original contract, any subcontract or
any and all duly authorized modifications with the percentage of change limitations as set forth in the
specifications; and if the principals shall indemnify and save harmless the City of Fairbanks and
employees thereof against any damage or loss which they or any of them may suffer or for which they
or any of them become liable by the default of said principals, or by any neglect or carelessness on the
part of said principals, their agents, servants or employees, then these presents shall become void,
otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____, Alaska, this _____
day of _____, 2026.

Principals: _____

Countersigned: _____

CONTRACT BOND (PAYMENT) (Continued)

(Corporation Seal)

Sureties:

Approved as to Form:

Thomas A. Chard, City Attorney

Date

CERTIFICATE OF RELEASE

TO: CITY OF FAIRBANKS, ALASKA

FROM: _____
(Name of Contractor)

RE: Contract entered into on the _____ day of _____, 2026

with _____
(Contractor) (Address)

_____ for the construction of the
MOORE STREET SENIOR APARTMENTS PARKING LOT IMPROVEMENTS PROJECT No. ITB-26-15, located
in the town of Fairbanks, Alaska.

KNOW ALL BY THESE PRESENT:

- A. The undersigned hereby certifies there are no outstanding claims of laborers, materials men, subcontractors, or other arising out of the performance of this contract, which might be asserted against the CITY OF FAIRBANKS and the undersigned agrees that, in the event of the assertion of any such claims against the CITY OF FAIRBANKS, the undersigned will indemnify and save harmless the CITY OF FAIRBANKS from any such claims.
- B. That the undersigned hereby acknowledges receipt from the CITY OF FAIRBANKS of all sums payable to the undersigned by the CITY OF FAIRBANKS under or pursuant to the above-mentioned contract with the following exceptions: (List all exceptions here. If none, state NONE.)
- C. The undersigned further certifies and acknowledges the CITY OF FAIRBANKS has duly performed and fulfilled all the terms, provisions, and conditions on the part of the CITY OF FAIRBANKS to be performed or fulfilled under or pursuant to said contract, with the exceptions as noted above.
- D. The undersigned certifies the wage rates paid under this contract are in conformity with the contract provisions established for wage rates.
- E. The undersigned certifies all Federal, State or Local taxes incurred by the Contractor, Subcontractors, or other persons or persons in the performance of this contract and monies owed the City of Fairbanks by the Contractor have been paid in full.

CERTIFICATE OF RELEASE (Continued)

F. That the undersigned, except as regards to items listed in Paragraph "B" in consideration of value received, receipt whereof is hereby acknowledged, does hereby release the CITY OF FAIRBANKS from all claims arising under or by virtue of said contract.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 2026.

Signature

_____, being first duly sworn on oath, deposes and says that he
(Name)
is the _____ of the _____
(Title) (Name of Company)

Second, that he has read the foregoing certificate by him/her subscribed as

_____ of the _____
(Title) (Name of Company)

The matters and things stated herein are, to the best of his/her knowledge and belief, true.

Subscribed and sworn to before me on this _____ day of _____, 2026.

Notary Public in and for the State of Alaska

My Commission Expires: _____

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

TO: CITY OF FAIRBANKS
800 Cushman Street
Fairbanks, Alaska 99701-4615

CONTRACT FOR:

CONTRACTOR:

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the:

, SURETY COMPANY

on bond of

, CONTRACTOR

HEREBY APPROVES OF THE FINAL PAYMENT TO THE Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to:

, OWNER

as set forth in the said Surety Company's bond. Surety expressly agrees that any and all valid claims of subcontractors and all persons supplying labor or materials to the project will be satisfied by Contractor or Surety in a timely manner.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this ____ day of _____, 2026.

Surety Company

ATTEST:

Signature of Authorized Representative

Title

PART II – GENERAL PROVISIONS

DIVISION 100 – STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION FOR THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2020 EDITION, ARE HEREBY ADOPTED BY REFERENCE FOR THIS PROJECT, AND MODIFIED AS FOLLOWS:

SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

01/20/15 (N5)

Add the following subsection:

107-1.22 NOISE ABATEMENT. The Contractor will not disturb the peace in contravention of any applicable local Ordinance. Within the City of Fairbanks, the applicable ordinance is FGC Section 46-42. Any noise within the City of Fairbanks as described in FGC Section 46-42(A)(3) will be limited to the hours of 7 a.m. to 11 p.m. unless exempted by FGC Section 46-42(E).

PART III - CITY SUPPLEMENTAL CONDITIONS

DIVISION 100 - GENERAL PROVISIONS OF THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2020 EDITION, ARE HEREBY ADOPTED BY REFERENCE FOR THIS PROJECT, AND MODIFIED AS FOLLOWS:

SECTION 101
DEFINITIONS AND TERMS

SECTION 101-1.01 GENERAL. ADD the following: In all specifications, DELETE all references to "Department" or "State" or "State of Alaska" or "The State of Alaska Department of Transportation and Public Facilities" and REPLACE with: "City" (meaning the City of Fairbanks). Also, DELETE all references to "Contracting Officer" and REPLACE with: "City Engineer".

SECTION 101-1.03 DEFINITIONS. ADD the following:

SUBMITTAL. A bound document prepared by the contractor consisting of a compilation of product data, shop drawings calculations, certifications, and reports to be submitted to the Engineer.

SECTION 102
BIDDING REQUIREMENTS AND CONDITIONS

102-1.07 BID GUARANTY. DELETE the second sentence and SUBSTITUTE the following: The guaranty shall be unconditionally payable to the City of Fairbanks and shall be in the form of an acceptable Bid Bond, or a certified check, cashier's check, or money order.

102-1.09 WITHDRAWAL OR REVISION OF BIDS. Add the following to the first paragraph: Modifications to bids shall be submitted on forms furnished by the City or reasonable facsimiles thereof. If a form other than that provided is used it shall be of a very similar format, containing at a minimum the information required on the provided form.

SECTION 103
AWARD AND EXECUTION OF CONTRACT

103-1.01 CONSIDERATION OF BIDS. In the first sentence of the fourth paragraph after "...may protest a proposed Award of contract" add the following: "..., award of a contract, or a solicitation for construction ..."

103-1.05 PERFORMANCE AND PAYMENT BONDS.

ADD the following to the end of the first paragraph:

The Performance Bond shall equal the Payment Bond. Each Bond shall equal the amount of the contract.

103-1.06 INSURANCE REQUIREMENTS.

DELETE Item 1: Workers' Compensation and see new subsection Certificate of Insurance.

DELETE Item 2: Commercial General Liability and see new subsection Certificate of Insurance.

DELETE Item 3: Automobile Liability and see new subsection Certificate of Insurance.

DELETE 4th paragraph and SUBSTITUTE the following:

The City of Fairbanks shall be named as an additional insured on policies required by paragraphs 2 through 4 above. All of the above insurance coverages shall be considered to be primary and noncontributory to any other insurance carried by the City of Fairbanks, whether through self-insurance or otherwise.

ADD the following [new] subsections:

Certificate of Insurance

Contractor must furnish a certificate of insurance within the (10) days of receipt of the Notice-of-Intent to Award and must endorse policies to provide for a thirty (30) day prior notice of cancellation, non-renewal, or material change of the policies. Failure to furnish satisfactory evidence of insurance or lapse of policy is a material breach of the contract and grounds for termination of this agreement. Each policy shall be endorsed with a waiver of subrogation in favor of the Owner. All other insurance policies required of the Contractor by this agreement shall be endorsed to provide that such insurance shall apply as primary insurance and that any insurance or self-insured carried by the Owner will be excess only and will not contribute with the insurance required by this agreement. All other insurance policies required of the Contractor and subcontractors by this Agreement shall be endorsed to name the Owner as additional insured. All insurance shall be on an occurrence from acceptable to the Owner and having an A.M. Best rating of "A" or better.

1. Workers' Compensation and Employers' Liability Insurance as required by any applicable law or regulation. Employers' liability insurance shall be in the amount no less than \$500,000 each accident for bodily injury, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging work. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employee, coverage shall be included for such injuries or claims. The coverage shall include waiver of subrogation against the City.

2. Commercial General Liability Insurance: The Contractor is required to provide Commercial General Liability (CGL) insurance with limits not less than \$5,000,000 combined single limit per occurrence and \$5,000,000 in the aggregate not excluding premises operations, independent contractors, products, and completed operations, broad form property damage, blanket contractual, explosion, collapse, and underground hazards. **Limits may be a combination of primary and excess (umbrella) policy forms.**

3. Comprehensive Automobile Liability Insurance: Covering all owned, hired, and non-owned vehicles with coverage limits not less than \$1,000,000 single limit per occurrence bodily injury and property damage.

4. Property Insurance: The Contractor shall submit to the Owner evidence of All Risk Builder's Risk Insurance for all physical loss, including earthquake and flood (100% completed value basis) upon the entire work naming the Owner, the Contractor and the subcontractors as additional insured parties and as their interests may appear to the full contract sum thereof, until the project is completed by the Contractor and accepted by the Owner. The policy, by endorsement, shall specifically permit partial or beneficial occupancy at or prior to substantial completion or final acceptance of the entire work. (Only if applicable)

A. PROOF OF INSURANCE: The Contractor shall furnish the Owner with a Certificate of Insurance or were requested by the Owner, the policy declaration page with required endorsements attached thereto showing the type, amount, effective dates and dates of expiration of all policies. All endorsements shall reference policy number and the project name and project number. The Owner is the City of Fairbanks and is to be identified on all certificates and endorsements.

B. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City of Fairbanks its officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress or death) arising directly or indirectly in connection with the performance or activities of the Contractor hereunder, whether the same arises before or after completion of the contractor's operations or expiration of this Agreement, except for damage, loss or injury resulting from the Owner's gross negligence or willful misconduct.

C. Without limiting its indemnification, the Contractor shall maintain, until acceptance of the project by the Owner, occurrence type coverage of the kinds and minimum amounts set forth above. All insurance limits are minimum. If the Contractor's policy contains higher limits, the Owner shall be entitled to coverage to the extent of such higher limits. The Owner, at its sole discretion, may rise or lower the limit.

SECTION 104 SCOPE OF WORK

ADD the following [new] subsections:

104-1.07 RECORD DRAWINGS. The Contractor shall maintain a "mark-up" set of plans which shall be revised by the Contractor as the work progresses to reflect current conditions. The revisions are to be indicated in a neat, well-organized manner and are to include the elevation and plan location of any utilities, structures, etc. encountered or installed.

The mark-up plans shall become the property of the City prior to final acceptance and payment of demobilization.

104-1.08 CLAIMS FOR ADJUSTMENTS AND DISPUTES. All submitted cost and price data shall be certified according to FGC Section 54-345 COST OR PRICING DATA.

No time related claims will be compensated to the contractor for owner delay prior to the Contractual End Date.

SECTION 105 CONTROL OF WORK

Add the following NEW subsection:

105-1.18 WARRANTIES. Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the Work resulting therefrom which shall appear within a period of one (1) year from the date of the substantial completion of Work unless a longer period is specified. The Owner or Engineer will give notice of observed defects with reasonable promptness.

SECTION 106 CONTROL OF MATERIAL

106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. Replace the fourth paragraph of 106-1.01, with the following: The Contractor shall submit a certificate of compliance according to Subsection 106-1.05 for each item listed on the Material Certification List. The Engineer may authorize the use of articles, materials, or supplies based on a certificate of compliance Form 25D-62 Certificate of Domestic Materials Compliance. Materials incorporated into the project on the basis of a certificate of compliance may be tested or verified at any time, whether in place or not, and, if they do not conform to Contract specifications, they may be rejected and ordered removed under the Subsection 105-1.11.

Replace the BUY AMERICA PROVISION with the following:

DOMESTIC MATERIALS PREFERENCE PROVISION. On projects using federal-aid funds the Contractor shall ensure all Iron and Steel Products, Manufactured Products, and Construction Materials, incorporated into the project are produced in the United States as required by 23 CFR 635.410-Buy America requirements (Iron, Steel, and Manufactured Products), and 2 CFR 184-Buy America Preferences for Infrastructure Projects (Construction Materials).

Domestic material requirements apply when articles, materials, or supplies are permanently incorporated into the work. Domestic material requirements do not apply to articles, materials, or supplies: (i) brought temporarily to the construction site and removed at or before the completion of the project, e.g., tools, construction equipment, Jersey barriers; or (ii) used by the Contractor to facilitate construction that are left in place upon completion of the work and are not required to be permanently installed as part of the contract requirements.

An article, material, or supply shall only be classified as an iron or steel product, a manufactured product, a construction material, or other material. An article, material, or supply shall not be considered to fall into multiple categories.† The classification of an article, material, or supply as falling into one of the categories listed must be made based on its status at the time it is brought to the work site for incorporation into the project. The work site is the location of the project at which the article, material, or supply will be incorporated.

† As addressed in paragraph 3) below, 23 CFR 635.410(c)(2) creates an exception to the single category requirement regarding precast concrete products (Precast Concrete) and intelligent transportation systems (ITS) and other electronic hardware systems cabinets and other enclosures.

DOMESTIC MATERIAL CATEGORIES:

1) IRON AND STEEL PRODUCTS (23 CFR 635.410). Defined as articles, materials, or supplies that consist wholly or predominantly of iron and steel or a combination of both. To be classified as domestic, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

If the cost of iron and steel content of an article, material, or supply exceeds 50 percent of the total cost of all components, the iron and steel must meet the domestic materials requirements of the Iron and

Steel Products of this provision. The remaining components are then exempt from any domestic procurement requirement.

The cost of iron or steel is the cost of the iron and steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product, or a good faith estimate of the cost of iron or steel components. Buy America requirements do not apply to iron ore, pig iron, and processed, pelletized and reduced iron ore.

Iron and Steel Minimal Use: All wholly or predominantly iron and steel, or a combination of both, products incorporated into the work, shall be manufactured in the United States. Minimal amounts of iron and steel products of foreign or unknown manufacture may be used, provided the aggregate cost of such does not exceed one tenth of one percent (0.001) of the total contract amount (established at award), or \$2,500, whichever is greater. For the purposes of this paragraph, the cost is the value of the products as they are delivered to the project, including shipping.

2) CONSTRUCTION MATERIALS (2 CFR 184). Defined as the articles, materials, or supplies that consist of only one of the items listed. Each material has a specific standard to be considered in compliance with domestic materials requirements. The items are:

- a. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- b. Plastic and Polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiberoptic cables). All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- c. Glass (including optic glass). All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- d. Fiber Optic Cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- e. Optical Fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- f. Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
- g. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- h. Engineered Wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

If a Construction Material contains, as minor additions, other Construction Materials, it remains classified as a Construction Material for the purposes of this section. Minor additions of articles, materials, supplies, or binding agents to a Construction Material do not change the categorization of the construction material.

3) MANUFACTURED PRODUCTS (23 CFR 635.410). Defined as articles, materials, or supplies, that have been processed into a specific form and shape or combined with other articles, materials, or

supplies to create a product with different properties than the individual articles, materials, or supplies. Manufactured products are acceptable under this provision if the product was manufactured in the United States. For the purposes of this provision, “manufactured in the United States” means that the final assembly of the product occurred in the United States.

For Precast Concrete and ITS and other electronic hardware systems cabinets and other enclosures that are classified as manufactured products, the components that are predominantly steel or iron or a combination of both must comply with the domestic materials requirements of the Iron and Steel Products in paragraph 1) above.

Declare all manufactured products on Form 25D-62 regardless of their exemption.

4) OTHER MATERIALS. Defined as articles, materials, or supplies that do not meet the definition of Iron and Steel Products, Manufactured Products, or Construction Materials. These materials do not have any requirements for domestic sourcing. This includes the following items that are specifically categorized as other (excluded) materials per BABA Section 70917(c) of the Infrastructure Investment and Jobs Act of 2021.

1. Cement and cementitious materials;
2. Aggregates such as stone, sand, or gravel; or
3. Aggregate binding agents or additives

The Contractor shall submit a completed Non-Compliant Minimal Use & De Minimis Register, Form 25D-60, prior to award of the contract. When the Contractor becomes aware of a change from or error in a previously submitted Form 25D-60, the Contractor shall submit an updated Form 25D-60 prior to incorporating the non-compliant item on the subject federal-aid Project, (as defined by the NEPA decision).

The Contractor shall submit a completed Certificate of Domestic Materials Compliance Form 25D-62 for all materials incorporated into the project. The Department will not allow installation of, nor pay for, products that must comply with Domestic Materials requirements until the Contractor has submitted acceptable Forms 25D-60 and 25D-62.

Non-compliant Iron and Steel Products, Manufactured Products, and Construction Materials in excess of the minimal use and/or the de minimis amounts are prohibited and shall be immediately replaced at no expense to the City. Failure to comply may also subject the Contractor to default, suspension, or debarment.

The entity certifying Form 25D-62 may be the manufacturer, fabricator, vendor, or supplier; provided they have sufficient control and knowledge of the manufacturing process to accept responsibility and certify full and complete conformance with 23 CFR 635.410, 2 CFR 200.322. and 2 CFR 184. The Prime Contractor shall also certify Form 25D-62. Provide additional certifications and backup documentation to signed Form 25D-62 when required by the Engineer. False statements may result in criminal penalties prescribed under AS 36.30.687 and Title 18 US Code Section 1001 and 1020.

The United States, Mexico, Canada Agreement (USMCA) does not apply to the Domestic Materials requirements.

De Minimis Waiver: Notwithstanding the domestic materials requirements outlined in this section regarding Manufactured Products and Construction Materials, US DOT has adopted a limited, non-domestic content waiver regarding articles, materials, and supplies used in the project. As applicable here, US DOT has determined that it is in the public interest to waive domestic materials requirement for Manufactured Products and Construction Materials for which:

The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project. In applying the waiver;

1. "Total value of the non-compliant products" does not include the value of those products subject to a separate Buy America waiver.
2. "Total applicable project costs" (as defined by the NEPA finding, determination, or decision and referenced in Form 25D-60) include the cost of materials used in the project that are subject to a domestic preference requirement, including materials that are within the scope of an existing waiver.

$$\frac{(\text{"Total value of non – compliant products" (Construction Materials + Manufactured Products)})}{(\text{"Total applicable project costs" (Iron + Steel + Manufactured Products + Construction Materials)})} \times 100$$

106-1.05 CERTIFICATES OF COMPLIANCE. Replace the first four paragraphs of 106-1.05 with the following: A certificate of compliance must meet one of the following:

1. If by manufacturer's certification, the certificate must include the project name and federal project number, the quantity represented, the signature of the manufacturer, and must include information that clearly demonstrates the material or assembly complies with all Contract requirements including for domestic materials preference.
2. If by Contractor's summary sheet, the summary sheet must include the project name and federal project number, the quantity represented, the signature of the contractor, and must include attached documentation that clearly demonstrates the material or assembly fully complies with all Contract requirements including for domestic materials preference.

106-1.03 TESTING AND ACCEPTANCE. DELETE item 2. entirety and SUBSTITUTE the following:

2. ACCEPTANCE TESTING. The City has the exclusive right and responsibility for determining the acceptability of the construction and incorporated materials.

The City will sample materials and perform acceptance tests at its expense except as otherwise stated. The cost of tests that fail to meet specification requirements will be deducted from the Contract price. Samples will be taken by a qualified testing firm or representative of the Owner. Copies of tests will be furnished to the Contractor upon request.

The Contractor shall not rely on the City's acceptance testing for its quality control. The City's acceptance testing is not a substitute for the Contractor's quality control. The Engineer may retest materials that have failed the City's acceptance test but is not required to do so.

SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107-1.01 LAWS TO BE OBSERVED. *Add to the end of the first paragraph the following:* The Fairbanks General Code is available electronically from the City of Fairbanks web site: <http://www.fairbanksalaska.us/>. Under "Government" click "City Code Online Library" and it will direct you to "Code of Ordinances Fairbanks, Alaska" and notice in particular Chapter 54 - Procurement.

107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.

6. Hazardous Materials. *Add the following:*

- g. Fuel storage facilities shall not be placed within 100 feet of water bodies and must be within an impermeable diked area having a holding capacity at least ten percent greater than that of the largest independent fuel container. Manifolded tanks and bladders are considered as a container. Vehicle refueling shall not occur within the annual floodplain.

107-1.13 RESPONSIBILITY FOR DAMAGE CLAIMS. *Add the following:*

The Contractor's responsibility for damage claims under this section specifically includes all actionable damages, including, but not limited to, claims of damage to structures, retaining walls, utilities, machinery and vibration-sensitive business operations, caused by vibrations which are produced by the execution of this contract. The Contractor shall be liable for all expenses incurred to resolve all such damage claims, at no cost to the City.

Add the following new Subsection:

107-1.22 NOISE ABATEMENT. The contractor shall comply with FGC Section 46-42 which states, in part, as follows:

(A) A person commits the offense of disturbing the peace if:

- (3) Between the hours of 11:00 p.m. and 7:00 a.m., operates or uses a pile driver, pneumatic hammer, bulldozer, road grader, loader, power shovel, derrick, backhoe, power saw, manual hammer, motorcycle, snow machine or other instrument, appliance or vehicle which generates loud sounds or noise, after having been informed by another that such operation or use is disturbing the peace and privacy of others.

(E) Exemptions. The following sound or noise is not prohibited by this Section:

- (3) Noise necessarily produced in the course of work required to protect persons or property from an imminent peril.
- (4) Noise produced by any activity for which a permit has been issued pursuant to paragraph (E) of this Section.

(F) Applications for a permit for relief from the application of this Section to any activity on the basis of undue hardship may be made to the City Mayor or his duly authorized representative. Any permit

granted by the City Mayor hereunder shall contain all conditions upon which such permit has been granted and shall specify a reasonable time that the permit shall be effective. The City Mayor, or his duly authorized representative, may grant the relief as applied for if he finds:

- (1) Additional time is necessary for the applicant to alter or modify his/her activity or operation to comply with this Section; or
- (2) The activity, operation or noise source will be of temporary duration, and cannot be done in a manner that would comply with other paragraphs of this Section; and
- (3) No other reasonable alternative is available to the applicant; and

However, the Mayor may prescribe any conditions or requirements he deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

SECTION 108 PROSECUTION AND PROGRESS

108-1.03 PROSECUTION AND PROGRESS. Delete the last sentence of the first paragraph in its entirety and substitute the following: The Contractor shall submit the following documents to the Engineer at least fifteen (15) working days before the preconstruction conference:

DELETE the following:

4. A Construction Phasing plan, as required under Subsection 643-1.05.

ADD the following:

4. Construction Requirements, as required under Subsection 643-1.05 and Subsection 643-3.01.

108-1.06 CONTRACT TIME, EXTENSION OF CONTRACT TIME, AND SUSPENSION OF WORK. DELETE in entirety and SUBSTITUTE the following: Time is of the essence of the Contract. The Work to be done under the Contract shall be completed in its entirety within the time specified in the Contract Documents.

The date of commencement will be the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the agreement signed by the Owner and the Contractor.

The Engineer may at his/her discretion recommend that the Owner extend the time for completion of the Work without invalidating any of the provisions of the Contract and without releasing the surety. Extensions of time, when recommended by Engineer, will be based upon the effect of delays to the Project as a whole and will not be recommended for non-controlling delays to minor included portions of the work unless it can be shown that such delays did, in fact, delay the progress of the Project as a whole.

Acts of God, inclement weather, governmental regulations, labor disputes, strikes, fires, required extra work or any delay totally beyond the control of the Contractor may justify an extension of time.

No extension of time for completion will be allowed for delays or suspensions caused by or contributed to by the fault or negligence of Contractor or his/her subcontractors.

All time extensions requested by Contractor shall be made to Engineer in writing on or before the tenth day following the day in which the alleged delay is said to have occurred and any claim for extension of time shall state explicitly the reasons therefore or and the number of days claimed. Should Contractor fail to file such written claim for extension of time within the period provided he/she shall have abandoned any claim, therefore.

Unless otherwise provided herein, Contractor's sole remedy for any justified delay in the Work will be an extension of time and he/she will be entitled to no delay damages, wage escalation, material escalation, extended overhead, or additional compensation of any kind except for such delays as maybe caused solely by any fault of Owner of this agreement.

The Engineer by written order may suspend Work on the Project, in whole or in part, for such periods as he/she may judge necessary due to inclement weather, unforeseen emergency conditions, or to expedite public traffic. When the Work is suspended for one or more calendar days by order of the Engineer, the time for completion will be increased, except as hereinafter stated.

In those instances where the Engineer orders suspension of the Work for failure by the Contractor to carry out contractual provisions, or for failure to carry out orders given by the Engineer within the limits of the Contract, the Contractor will not be entitled to an increase in the time for completion.

SECTION 109 MEASUREMENT AND PAYMENT

109-1.01 GENERAL. Add the following: All payments requested by the Contractor shall be developed by the Contractor in a form acceptable to the Engineer. Pay estimates shall be submitted by the Contractor and approved by the Engineer.

109-1.02 MEASUREMENT OF QUANTITIES. Under subtitle (2) Electronic Computerized Weighing System. item (a) Computer. add the following to the end of the first sentence: ", a CD, or a USB device."

109-1.06 PROGRESS PAYMENTS. Add the following: The City shall initiate procedures to pay the Contractor according to FGC Sec. 54-105 within fifteen (15) days after the Contractor submits to the City a bill for materials provided or services performed and a sworn statement that all employees employed on the Project by the Contractor and all subcontractors have been paid not less than the established prevailing rate of pay as determined and published by the State of Alaska, Department of Labor.

Progress payments under the Contract shall be made at the request of the Contractor based upon pay estimates to be furnished by the Contractor and approved by the Engineer. The Engineer reserves the right to alter quantities claimed in the partial estimate to reflect what are, in Engineer's opinion, the true quantities for the payment time period.

109-1.08 FINAL PAYMENT. DELETE the first sentence of the first paragraph and substitute the following: When the project has been completed as provided in Subsection 105-1.15, the Contractor will prepare for approval by the Engineer the final estimate of the quantities of the various classes of work performed.

Add the following to the last sentence of the first paragraph: and the Consent of Surety Company to Final Payment form is executed and received.

END OF SECTION

PART IV - TECHNICAL & SPECIAL PROVISION

SECTIONS 200s-700s OF THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES
STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2020 EDITION, ARE HEREBY ADOPTED BY
REFERENCE FOR THIS PROJECT, AND MODIFIED AS FOLLOWS:

**SECTION 202
REMOVAL OF STUCTURES AND OBSTRUCTIONS**

CONSTRUCTION REQUIREMENTS

ADD the following:

202-3.05 REMOVAL OF PAVEMENT, SIDEWALKS AND CURBS

Contractor to demo as needed the existing site consisting of concrete curbs and asphalt pavement. Disposal of asphalt shall be delivered to City of Fairbanks Public Works located at 2121 Peger Road.

Existing utilities consisting of electrical, communication, water, sanitary sewer and gas to be protected. Contractor to verify depth and location of existing utilities and notify the Project Manager, Jeff Whipple before work is to commence.

Contractor to protect asphalt of recently constructed parking lots at existing facility from potential damage. Any damage to the existing facility shall be repaired at contractor's expense.

202-4.01 METHOD OF MEASUREMENT. *ADD the following paragraph:*

The material and work will not be measured for payment and will be Lump Sum.

202-5.01 BASIS OF PAYMENT. *DELETE the first paragraph and substitute the following:*

Payment will be for all work, materials, labor, appurtenances, equipment, supervision, coordination, protection of existing utilities, and incidentals that are necessary for removing and disposing of all material and debris encountered as shown at the site visit and described in the plans and specifications is subsidiary.

**SECTION 401
HOT MIX ASPHALT PAVEMENT**

401-2.01 ASPHALT BINDER. *Add the following:* Provide the grade of Asphalt Binder shown in the Bid Schedule.

401-2.08 RECYCLED ASPHALT PAVEMENT. *Add the following:* The maximum amount of RAP in the HMA is limited to 10%.

401-2.09 JOB MIX DESIGN. *Delete the last two rows of Table 401-1 HMA MARSHALL DESIGN REQUIREMENTS.*

401-3.17 JOINTS. *Add the following:* Paving at intersection of crown shall be accomplished by paving one foot behind the crown line from one side of the crown. The crown line shall then be marked and sawcut prior to paving the opposite side of the crown.

401-5.01 BASIS OF PAYMENT. *Add the following:* HMA placed on driveways, turnouts, and pullouts will be paid under Item 401.0012.002B HMA, Driveway, Type II; Class B.

The use of a transferred HMA Job Mix Design from another project is subsidiary and will not be paid for under 401.0013.

Marking of the crown line, saw cutting, and removal and disposal of the pavement as specified in Section 401-3.17 is subsidiary.

No additional cost or contract time will be paid to seal joints or to prepare joints for traffic markings.

All work required to prepare the subgrade for the installation of the pavement structure is subsidiary to bid item 401.0001.002B.

SECTION 601

METAL FLUME DOWNDRAINS

Add the following subsection:

601-2.02 MATERIALS. Delete the first paragraph and substitute the following

Roof drain rain gutter shall be galvanized steel drain pipe compatible with existing system material and color, securely attached to the building. Rain Gutter system modifications to include heat trace.

601-4.01 METHOD OF MEASUREMENT. Add the following:

The material and work will not be measured for payment and will be Lump Sum.

601-5.01 BASIS OF PAYMENT. Delete the second paragraph and substitute the following

Payment for roof drain shall include all supervision, materials, labor, appurtenances, equipment, coordination, protection of existing utilities, and incidentals that are necessary for modifications to existing system to relocate outlet with a complete and functioning system described in the plans and specifications is subsidiary.

Payment will be made under:

PAY ITEM		
Item Number	Item Description	Unit
601.0001.0001	Roof Drain	LUMP SUM

SECTION 603

CULVERTS AND STORMDRAINS

Add the following subsection:

603-2.02 TRENCH DRAIN. Trench drain shall be cast iron, ADA compliant, grate bolted to frame and meet AASHTO H-20 loading requirements.

Basis of Design: East Jordan Iron Works, Product # V-7382-20 or approved equal.

01/20/15 (N21)

603-4.01 METHOD OF MEASUREMENT. Add the following:

1. Trench Drain. The length of trench drain, measure in place, along finish grade

603-5.01 BASIS OF PAYMENT. Delete the second paragraph and substitute the following: Excavation, shoring, bedding, backfill of new Trench Drains (including remedy of any defects), will not be paid for separately but are subsidiary.

Payment for trench drain shall include all supervision, labor, and materials to install the trench drain, rebar anchors, concrete form boards, finishing trench bottom concrete, raising/lowering the trench drain to match the finished sidewalk grade, cleaning the trench drain of any debris, and to complete the task as described in the plans and specifications. Concrete to be paid for under respective 608 pay items.

Payment will be made under:

PAY ITEM		
Item Number	Item Description	Unit
603.2025.0000	Trench Drain	LF

**SECTION 608
SIDEWALKS**

05/06/21 (N87)

608-2.01 MATERIALS.

1. Concrete Sidewalk. Delete the line beginning with "Joint Sealer" and substitute the following:

Joint Sealer Hot pour joint sealant in accordance with ASTM D6690, Type IV

05/06/21 (N80)

Add the following to list of materials:

Reinforcement Subsection 709-2.01

608-3.01 CONCRETE SIDEWALKS. Add the following after the second paragraph: Six inches thick sidewalks shall have 6x6 – W2.9xW2.9 Welded Wire Fabric (WWF) reinforcement placed 1.5 inches from the foundation for the entire width and length of the sidewalk unless shown on Plans otherwise. Four inches thick sidewalk shall have 6x6 – W1.4xW1.4 WWF reinforcement placed 1.5 inches from the foundation for the entire width and length of the sidewalk unless shown on Plans otherwise. Provide two inches of concrete clear cover between reinforcement and sidewalk edges.

Delete the fifth paragraph and substitute the following: Make expansion joints to the dimensions and spacing shown on the Plans, with maximum spacing of 50 feet between expansion joints, and fill with the type of preformed expansion joint filler specified. Top surface profile of the expansion point may not be recessed more than 1/4 inch from the finished sidewalk profile.

Add the following paragraph: Maximum cross slope is 2.0%, unless directed otherwise by the Engineer. Any sidewalk exceeding maximum cross slope shall be replaced at the Contractor's expense.

Add the following: Provide a human guard to protect work from vandalism or surface defects for the first 24 hours during concrete cure.

All sidewalks shall have a minimum of 12 inches of Subbase, Grading F beneath.

608-3.03 CURB RAMPS. Add the following after the first paragraph: Construct all curb ramp sections (ramp, upper and lower landings) of six inches thick concrete with 6x6 – W2.9xW2.9 WWF reinforcement placed 1.5 inches from the foundation for the entire width and length of the each section. Provide two inches of concrete clear cover between the reinforcement and the outside edges of the concrete.

Any sections of curb ramps exceeding maximum slopes as detailed on the Plans shall be replaced at the Contractor's expense unless previously approved by the Engineer.

Add the following: Provide a human guard to protect work from vandalism or surface defects for the first 24 hours during concrete cure.

608-3.04 DETECTABLE WARNINGS. Delete the second paragraph and substitute the following: Detectable warnings shall be cast iron with a slip resistant surface, uncoated with a natural finish, anchor system, and truncated dome pattern compliant with the 2006 U. S. DOT ADA Standards for Transportation Facilities. Install detectable warnings per manufacturer's recommendations.

04/08/21 (N84)

608-4.01 METHOD OF MEASUREMENT.

Concrete Sidewalk. Add the following to the end of the sentence: and curb ramps.

**SECTION 609
CURBING**

05/06/21 (N88)

609-2.01 MATERIALS. Delete the line beginning with "Joint Sealer" and substitute the following:

Joint Sealer	Hot pour joint sealant in accordance with ASTM D6690, Type IV
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Delete the line beginning with "Concrete" and substitute the following:

Concrete	Section 550, City of Fairbanks Concrete Mix
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07/01/20 (N81)

Add the following to the list of materials in first paragraph:

Reinforcement	Subsection 709-2.01
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609-3.02 CAST-IN-PLACE CONCRETE CURBING. Add the following after the first paragraph: Use two longitudinally placed #4 reinforcing steel bars for the entire length of concrete curb and gutter. Place the reinforcing steel 3 inches from the bottom and 4 inches from each outside edge. Provide continuing reinforcement by lap splicing the bars by minimum overlap of 1.75 feet.

Add the following after the seventh paragraph: Provide a human guard to protect work from vandalism or surface defects for the first 24 hours during concrete cure.

All curbing shall have a minimum of 12 inches of Subbase, Grading F beneath.

Install valley gutter in accordance with City of Fairbanks standard details.

609-5.01 BASIS OF PAYMENT. Delete the first paragraph and substitute the following: Reinforcement, expansion joint material, and other related miscellaneous items are subsidiary.

Providing a human guard during concrete cure will not be paid for separately but will be subsidiary to 609 pay items.

Valley gutter shall be paid for as pay item 609.0002.0001 Curb and Gutter, Type 1.

All work to modify height of curb, as shown on the Plans, will not be paid separately but is subsidiary to pay item 609.0002.0001 Curb and Gutter, Type 1.

SECTION 615 STANDARD SIGNS

01/20/15 (N27)

615-3.01 CONSTRUCTION REQUIREMENTS. Delete numbered subparagraph 8 in its entirety and substitute the following:

8. All materials and finished signs are subject to inspection and acceptance in place.
 - a. Surfaces exposed to weathering must be free of defects in the coating.
 - b. Finished signs must be clean and have no chatter marks, burrs, sharp edges, loose rivets, delaminated reflective sheeting, oxidation, corrosion, other blemishes, aluminum marks, or unapproved coatings. Do not make repairs to the face sheet.
 - c. Replace any finished sign not meeting a. and b. with a replacement sign at no cost to the Department.

11/01/16 (N68)

615-5.01 BASIS OF PAYMENT. Delete the first sentence and substitute the following: Sign posts, bases, mounting hardware and all traffic control devices necessary for removal, installation, reconstruction, or maintenance of 615 Pay Items are subsidiary.

When item 615.0006.0000 does not appear in the bid schedule, this work is subsidiary to respective 615 pay items.

Delete Section 618 in its entirety and substitute the following:

02/01/20 (N30)

SECTION 618 SEEDING

618-1.01 DESCRIPTION. It is the intent of this work that a uniform living vegetative cover be established according to the Plans and Specifications. This work consists of soil preparation, seeding, fertilizing, mulching, and establishing, and maintaining vegetated areas.

618-2.01 MATERIALS. Use materials that conform to the following:

Seed	Section 724
Fertilizer	Section 725
Mulch	Subsection 727-2.01
Water	Subsection 712-2.01

CONSTRUCTION REQUIREMENTS

618-3.01 SOIL PREPARATION. Clear all areas to be seeded of stones 4" and larger in diameter and of all weeds, plant growth, sticks, stumps and other debris or irregularities which may interfere with the seeding, establishment, and maintenance of the vegetated areas.

Prior to the application of seed, prepare slopes using one or more of the following methods, or as approved by the Engineer:

1. Manual Raking – Requires manual labor with landscaping rakes to produce a uniform pattern of grooves perpendicular to the fall of the slope.
2. Mechanical Raking - Requires the use of a scarifying slope board to produce grooves with an approximate width and depth of 1", and no more than 6" apart. The resultant indentations shall leave a uniform pattern of grooves perpendicular to the fall of the slope.
3. Mechanical Track Walking - Requires operating tracked equipment in such a manner as to leave a uniform pattern of grooves perpendicular to the fall of the slope.

618-3.02 SEEDING SEASON. Perform seeding after the ground is free of snow and no sooner than May 15 and no later than August 15. Perform seeding when wind conditions, climatic conditions, and soil conditions will not hinder seeding and establishment.

618-3.03 APPLICATION METHOD. Use the Hydraulic Method. You must obtain the Engineer's permission to use the Mechanical Method.

Hydraulic Method:

1. Seeding by the hydraulic method consists of furnishing and placing a slurry of dye, seed, fertilizer, trace mulch, water, and a second application of mulch.
2. Do not place seed in the slurry prior to 30 minutes before application.
3. Add the proportionate amount of seed to the water slurry in the hydraulic seeder after the proportionate amounts of trace mulch and fertilizer have been added.
4. Apply the slurry mixture in a manner that results in an even distribution of all materials. Apply seed, fertilizer, and trace mulch together in one application.
5. Hydraulic seeding equipment must maintain continuous slurry agitation so that a homogeneous, uniform mixture is applied through a spray nozzle, for the complete tank load. The pump must be capable of producing sufficient pressure to maintain a continuous, nonfluctuating spray capable of reaching the extremities of the seeding area with the pump & nozzle unit located on the roadbed. Provide sufficient hose to reach areas not practical to seed from the pump & nozzle unit situated on the road bed.
6. A second application of mulch shall be applied within 24-hours after seeding. Mulch shall be furnished and evenly applied at the rates required for temporary stabilization per the manufacturer's recommendations and according to Subsection 727-2.01. Mulch sprayed on signs or sign structures shall be removed the same day.

Mechanical Method:

1. Use mechanical spreaders, seed drills or other approved mechanical seeding equipment when seed and fertilizer are to be applied in dry form.
2. Water seeding area both prior to and after the application of fertilizer.
3. Spread fertilizer separately from seed.
4. An application of mulch shall be applied within 24-hours after seeding. Mulch shall be furnished and evenly applied at the rates required for temporary stabilization per the manufacturer's recommendations and according to Subsection 727-2.01. Mulch sprayed on signs or sign structures shall be removed the same day.

618-3.04 APPLICATION RATE. Apply seed, fertilizer, and trace mulch at the rates specified in the table below:

MATERIALS	TYPE	APPLICATION RATE
Seed*	Alpine Bluegrass (<i>Poa alpine</i> 'Gruening')	1.0 lb
	Nugget Kentucky Bluegrass (<i>Poa pratensis</i> 'Nugget')	1.2 lb
	Arctared Fescue (<i>Festuca rubra</i> 'Arctared')	1.6 lb
	Annual Ryegrass (<i>Lolium multiflorum</i>)	0.2 lb
	Total	5.0 lb
Fertilizer	20-20-10	10 lb
Trace mulch**	See Subsection 727-2.01	45 lb

* Do not remove the required tags from the seed containers.

**Trace mulch application rate may be adjusted according to the manufacturer's recommendations when approved by the Engineer. Trace mulch is not required for mechanical seeding.

618-3.05 MAINTENANCE. Protect seeded areas against erosion and sedimentation. Protect seeded areas against traffic by approved warning signs or barricades. Water seeded areas, in a non-erosive manner, as required to establish a uniform living perennial vegetative cover. Be responsible for identifying, retracking, reseeding, refertilizing and remulching gullied or otherwise damaged areas. The second application of mulch shall be maintained so it properly performs its temporary stabilization function until final stabilization is achieved. Rescarify, reseed, refertilize and remulch unproductive areas as directed by the Engineer.

618-3.06 PERIOD OF ESTABLISHMENT. The establishment period extends until a uniform (e.g. evenly distributed, without large bare areas) perennial living vegetative cover with a density of 70 percent of the native background vegetative cover is established.

618-3.07 ACCEPTANCE. The Engineer will accept seeding when a uniform (e.g. evenly distributed, without large bare areas) perennial living vegetative cover with a density of 70 percent of the native background vegetative cover is established.

618-4.01 METHOD OF MEASUREMENT. Section 109 and as follows:

Watering seeded areas per Subsection 618-3.05 will not be measured directly for payment and is subsidiary, except when Pay Item 618.0003.____ is listed on the Bid Schedule.

Identifying, retracking, reseeding, refertilizing and remulching gullied or otherwise damaged areas will not be measured directly for payment and is subsidiary.

Seeding by the Acre. By the area of ground surface acceptably seeded and maintained. Soil preparation, seed, fertilizer, all mulch, dye, and water required for seed and fertilizer application will not be measured directly for payment and is subsidiary.

Seeding by the Pound. By the dry weight of seed acceptably seeded and maintained. Soil preparation, fertilizer, all mulch, dye, and water required for seed and fertilizer application will not be measured directly for payment and is subsidiary.

Water for Seeding. By the M Gal. (1,000 gallons) acceptably placed. Use a conversion factor of 8.34 pounds per gallon, if measured by weight.

618-5.01 BASIS OF PAYMENT. The accepted quantity will be paid for at the contract price, per unit of measurement, for the pay items listed below that appear on the bid schedule.

Payment will be made under:

PAY ITEM		
Item Number	Item Description	Unit
618.0001.____	Seeding	ACRE
618.0002.____	Seeding	LB
618.0003.____	Water for Seeding	MGAL
618.0004.____	Seeding	SY

**SECTION 620
TOPSOIL**

620-2.01 MATERIALS. Add the following: The topsoil shall be approved by the Engineer prior to placing on the project.

**SECTION 640
MOBILIZATION AND DEMOBILIZATION**

640-1.01 DESCRIPTION. Add the following:

8. This item shall also consist of final project closeout and cleanup operations, including, but not limited to, those necessary for the removal of equipment, supplies, incidentals, dust and debris from the project site, cleaning sidewalks of all soils and construction debris, record drawings, correction of deficiencies in the work, and for all other work required by the Engineer which must be performed, or costs incurred, prior to final project acceptance, not paid for by other contract pay items.

640-3.01 CONSTRUCTION REQUIREMENTS. DELETE in its entirety and substitute the following:

Contractor will keep site secure at all times.

640-5.01 BASIS OF PAYMENT.

ADD the following:

When the Bid Schedule contains Item 640.0001.0, Mobilization and Demobilization, it shall be understood that the Contractor's mobilization and demobilization expenses (otherwise chargeable to individual items) are compensated for in full under Item 640.0001.0, and that no adjustments shall be made in the Contract price for mobilization due to under-runs or over-runs in quantity.

**SECTION 641
EROSION, SEDIMENT, AND POLLUTION CONTROL**

641-1.01 DESCRIPTION. Add the following after the first paragraph: Section 641 shall be used as a general guidance document for this project in terms of content and pay items. The contractor shall ensure this project is completed in compliance with the new ADEC storm water requirements for construction projects. See the Alaska Department of Environmental Conservation (ADEC) Storm Water webpage at <http://dec.alaska.gov/water/wnpspc/stormwater/index.htm> for the construction site storm water plan review and inspection requirements applicable to this project.

641-5.01 BASIS OF PAYMENT. Delete paragraph four in its entirety and substitute the following: Item 641(3) Temporary Erosion, Sediment and Pollution Control. At the Contract lump sum price for all labor, supervision, material, equipment, and incidentals to install, maintain, remove, and dispose of temporary erosion, sedimentation, and pollution control BMPs identifies in the SWPPP and SPCC Plan.

At the Contract lump sum price for all labor, supervision, material, equipment, and incidentals to clean all new and remaining existing storm drain system downstream of new storm drain after construction.

SECTION 642 CONSTRUCTION SURVEYING AND MONUMENTS

Add the following subsection:

642-1.03 SUBMITTALS.

1. Field Books: All field books shall become the property of the Department prior to final acceptance.
2. As-builts: Contractor shall provide as-built data in both hard-copy mark-up and AutoCAD format to the Department prior to final acceptance.

01/20/15 (N34)

642-3.01 GENERAL. Delete the fifth paragraph and substitute the following: Follow the Department's Construction Surveying Requirements, or if GPS survey is approved by the Engineer, use the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

Add the following to the last sentence in the second to the last paragraph: or the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

642-3.02 CROSS-SECTION SURVEYS. Add the following to the first paragraph: or the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

Delete numbered paragraph 4 of the second paragraph in its entirety and substitute the following: Department's Construction Surveying Requirements or the Alaska Survey Manual GPS Surveys 2010 (rev. 8/15/10).

Add the following subsection:

642-3.06 RECORD DRAWINGS. Maintain a "mark-up" set of plans that are revised as the work progresses to reflect current conditions. The revisions are to be indicated in a neat, well organized manner and are to include the elevation and plan location of any utilities, structures, etc. encountered or installed.

A "Record" survey book will be kept and shall include the following items:

1. The location and elevation of all existing utilities, structures, etc., encountered.
2. The location and elevation of all newly constructed utilities including storm drainage piping and structures.

All record notes will be kept in a book(s) designated "Record." No other survey notes will be kept in books designated "Record".

Constantly and continuously maintain the mark-up set of drawings with information complete about the horizontal and vertical location of all structures encountered or installed. These drawings will be reviewed by the Engineer with each pay request. Pay will not be processed unless this "mark-up" set is maintained and approved by the Engineer.

Collect and maintain AutoCAD as-built information complete with horizontal and vertical locations of all structures encountered or installed.

The mark-up plans, as-built information, and "Record" books shall become the property of the Department prior to final acceptance and payment of demobilization.

642-5.01 BASIS OF PAYMENT. Add the following: All work and resources required to produce, maintain and finalize the record drawings are subsidiary to pay item 642.0001.0000 Construction Surveying.

All work required to deliver removed monument cases to the City of Fairbanks Public Works yard at 2121 Peger Road is subsidiary to 202.0001.0000.

Five percent (5%) of the value earned in the progress period shall be withheld on progress payments for all Section 642 items of work.

SECTION 643 TRAFFIC MAINTENANCE

643-3.01 GENERAL CONSTRUCTION REQUIREMENTS

ADD the following:

Provide a human guard to protect and secure the project site from theft, vandalism, and unwanted access at all times for the duration of the project.

ADD the following subsection:

643-3.12 PUBLIC INFORMATION. Provide a Public Information (PI) professional to accomplish the work outlined in this subsection. The PI professional shall be familiar with the construction schedule, progress, and traffic control; be able to provide information to the general public and affected residents / businesses in the project area, closure duration and detour routes; to schedule required access to residences / businesses through areas of construction, etc. The PI professional shall participate in the Preconstruction Conference and is responsible for supplying up to date information.

The PI professional is responsible for the following for the PI Program:

1. In instances of emergencies, utility shutdowns, changes in traffic patterns or other unanticipated impacts to drivers, pedestrians, or residences/businesses within the project corridor, immediately coordinate with the Engineer.
2. Business flyers, residential notices, and mail-outs. No less than two weeks prior to and again no less than three days prior to road closures or significant changes in traffic control, notify affected businesses and residents adjacent to and around the project corridor of the upcoming closure or traffic change via door-to-door flyer, mail-out, and/or email.

The Contractor is responsible for developing a distribution list prior to the start of construction activities. The contractor is responsible for creating and distributing mail-outs, flyers, and emails.

a. The two-week notice must contain estimated start date (or range of dates) closure or change will begin, expected duration, detour routes, contact information for contractor and project engineer, work that will be completed during closure.

b. The three-day notice must contain specific date closure or change will begin, expected duration, detour routes, contact information for contractor and project engineer, work that will be completed during closure.

3. Utility Outage Notifications. Prior to any utility outage, provide written notice to all affected property owners and tenants with a minimum 48 hours' notice.

4. Agency, Businesses, and Public Notifications. Notify the following at least 48 hours prior to starting any work which might inconvenience or endanger vehicular traffic. Information on project area duration and detour routes should be provided to the:

- a. City and Borough Mayor's Offices
- b. City Police Department
- c. City Fire Department
- d. State Troopers
- e. MAC Borough Transit
- f. School District
- g. U.S. Postal Service
- h. Emergency Services
- i. Surrounding business and property owners along Moore Street.

Any request for reimbursement for PI professional work will be separately stated in progress billings.

5. Coordinate a Traffic Plan for operations with on-site businesses to include the Moore Street Senior Apartments and the Senior Center Meals-on-Wheels Program.

6.43-5.01 BASIS OF PAYMENT.

All work including, but not limited to, material, labor, installation, supervision, equipment, appurtenances, Public Information Professional and duties as described in subsection 643-3.12 PUBLIC INFORMATION and as described in these documents and shown on the plans are subsidiary to 643.0002.0 pay item. Human guard and duties as described in subsection 643-3.01 GENERAL CONSTRUCTION REQUIREMENTS are subsidiary to 643.0002.0 pay item.

1. Traffic Maintenance. DELETE the following after the second paragraph:

b. Traffic Maintenance Setup

PART V – FEDERAL CONTRACT CLAUSES

“ATTACHMENT A”

TO

Agreement Between Owner and Contractor

SPECIAL NOTICE: Other provisions of the Contract Documents, including the Agreement, notwithstanding, the Federal Contract Clauses in this “ATTACHMENT A”, shall supersede and govern the commitments, certifications and activities of the Contractor.

HOUSING AND URBAN DEVELOPMENT Federally Required Contract Provisions

NOW THEREFORE: Contractor, by its authorized signature below, agrees to comply with and abide by the contractual clauses and requirements set forth above in this “ATTACHMENT A” To Agreement Between Owner and Contractor.

Company Name: _____

Signature _____ Date _____

Title _____

SUPPLEMENTAL GENERAL CONDITIONS

The following Supplemental General Conditions are hereby made a part of this contract and shall supplement and/or supersede any articles of these specifications in conflict therewith.

Any subsequent and/or addenda issued after these specifications have been prepared shall supplement and/or supersede any articles of these specifications.

1. Alaska License Requirements
2. Preconstruction Conference
3. Reports and Information
4. Access to Records
5. Contract Pricing
6. Federal Labor Standards Provisions (HUD Form 4010)
7. Schedule of Minimum Hourly Wage Rates
8. Special Equal Opportunity Provisions
 - a. Equal Employment Opportunity
 - b. Civil Rights Act of 1964
 - c. Section 109 of the Housing and Community Development Act of 1974
 - d. Section 3 of the Housing and Community Development Act of 1968
 - e. Minority/Women Business Enterprise
9. The Architectural Barriers Act
10. The Americans With Disabilities Act
11. Compliance with Clean Air and Clean Water Acts

1. ALASKA LICENSE REQUIREMENTS

Any Contractor bidding on public work in the State of Alaska is required to have a license from the State of Alaska based upon the nature, extent, and amount of the contract. No Bid will be considered that does not carry the state license number on the cover page of the Contract Documents and on the Bid Form immediately following the signature and address of the Bidder.

2. PRECONSTRUCTION CONFERENCE

Previously, HUD required CDBG grantees to hold a preconstruction conference for each contract/project. During this conference the labor standards applicable to the project were to be described in detail. HUD acknowledges that there are many good reasons to hold such a conference, however, this is no longer a requirement. Should you choose to hold a conference you might discuss

such matters as project supervision, coordination with city or borough officials, on-site inspections, progress schedules and reports, payrolls, payments to contractors, contract change orders, safety and other items pertinent to the project. The contractor should arrange to have all supervisory personnel connected with the project on hand to meet with representatives of the engineer and owner to discuss any problems anticipated.

3. REPORTS AND INFORMATION

The contractor, at such times and in such forms as the owner may require, shall furnish the owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

4. ACCESS TO RECORDS

The owner, the Inspector General of the United States, the U.S. Department of Housing and Urban Development, and the U.S. Department of Labor, the General Accounting Office, and the State of Alaska Department of Commerce, Community and Economic Development shall be permitted by the contractor to have full access to, and right to examine any pertinent books, documents, papers and records of the contractor involving transactions related to this contract, during the period of the project and for three (3) years from the date of final payment or until all findings have been resolved to the satisfaction of the State of Alaska.

5. CONTRACT PRICING

The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.

6. FEDERAL LABOR STANDARDS PROVISIONS

(See HUD form 4010 inserted at the end of this section)

7. SCHEDULE OF MINIMUM HOURLY WAGE RATES

(See Sample Wage Determination inserted at the end of this section)

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

(a) Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

1. 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, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. The contractor agrees to post

in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. 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 for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, 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, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include 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 issues pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that each provision 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 means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the even the contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as 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.

- (b) Title VI of the Civil Rights Act of 1964. Provides that 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.
- (c) Section 109 of the Housing and Community Development Act of 1974. "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 available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an other wise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity."
- (d) Section 3. The contractor will ensure that to the greatest extent feasible opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to the project area residents. Further, the contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of services and supplies.
- (e) Minority Business Enterprise. Under the provisions of Executive Order 11246 and OMB Circular A-102, contractors on federally-funded projects are required to take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the contractor must document all affirmative steps taken to solicit minority businesses and forward this documentation along with the names of the minority subcontractors and suppliers to the owner upon request.

9. THE ARCHITECTURAL BARRIERS ACT

All design specifications for the construction of any building shall provide access to the physically handicapped in accordance with the Architectural Barriers Act of 1968.

10. THE AMERICANS WITH DISABILITIES ACT

- (a) The contractor will ensure that no person will be discriminated against in any terms or conditions of employment for qualified individuals with a disability, in accordance with Title I of The Americans With Disabilities Act.
- (b) The contractor will ensure that services offered by public entities will be accessible and available to persons with disabilities, in accordance with Title II of The Americans With Disabilities Act.
- (c) The contractor will take affirmative steps to remove physical barriers and implement readily achievable modifications to existing public accommodations, and will prohibit discriminatory policies and procedures in providing goods and services to the general public, in accordance with Title III of The Americans With Disabilities Act.

- (d) The contractor will not retaliate against or attempt to coerce an individual who seeks to enforce his or her own or another's rights under The Americans With Disabilities Act, in accordance with Title V of The Americans With Disabilities Act.

11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to federally-assisted construction contracts and related subcontracts exceeding \$100,000.)

Compliance with Air and Water Acts. During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR 15, as amended.

A. 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.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.

iv. Fringe benefits not expressed as an hourly rate

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working 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; and

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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must 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 apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must 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 must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons 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 forty 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 forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable 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 or her 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 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 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 subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

SECTION 3 CLAUSE

Contract dated _____, 2026, between _____ City of Fairbanks _____ (Grantee)
and _____ (Contractor), (collectively, the Parties).

- 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 the Section 3 is to ensure that 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, 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.

We the undersigned, have read this Section 3 Clause and become a party to the full implementation of this program.

Signature: _____
Contractor

Title: _____

Date: _____

Signature: _____
Witness

Title: _____

Date: _____

Section 3 Compliance Worksheet

1. Employment and Training (Columns B, C and F are mandatory fields. Include New Hires in E & F.)					
A Job Category	B Number of New Hires	C Number of New Hires that are Sec 3 Residents	D % of Total Number of Staff Hours of New Hires that are Sec 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Officials/Managers					
Sales					
Craft Workers (skilled)					
Operatives (semiskilled)					
Laborers(unskilled)					
Service Workers					
Other (List)					
Total:					

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of “other” includes occupations such as service workers.

Column B: Enter the number of new hires for each category of workers identified in Column A in connection with this award. New Hire refers to a person who is not on the contractor’s or recipient’s payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor’s or recipient’s payroll for employment at the time of selection for the Section 3 covered award at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of Section 3 new hires in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees connected with this award. Include staff hours for part-time and full-time positions.

Column F: Enter the number of Section 3 trainees in connection with this award.

Job Category

Definitions

PROFESSIONALS

Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, surveyors, and kindred workers.

TECHNICIANS

Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post high school educations, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

OFFICE AND CLERICAL

Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

OFFICIALS AND MANAGERS

Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle managements, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

SALES

Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond salesworkers, demonstrators, salesworkers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

CRAFT WORKERS (SKILLED)

Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, arts occupations, handpainters, coaters, bakers, decorating occupations, and kindred workers.

OPERATIVES (SEMI-SKILLED)

Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics, plumbers, bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milleners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flamecutters, electrical and electronic equipment assemblers, butchers and meatcutters, inspectors, testers and graders, handpackers and packagers, and kindred workers.

LABORERS (UNSKILLED)

Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farmworkers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

SERVICE WORKERS

Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institutions, professional and personal service, including nurses aides, and orderlies), barbers, charworkers and cleaners, cooks, counter and fountain workers, elevator keepers, stewards, janitors, police workers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.

U.S. Department of Labor

Wage and Hour Division

Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. January 2025

OMB No.: 1235-0008

Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

☐ PRIME CONTRACTOR

☐ SUBCONTRACTOR

PROJECT NAME				PROJECT NO. or CONTRACT NO.			CERTIFIED PAYROLL NO.			PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME															
PROJECT LOCATION				WAGE DETERMINATION NO.			WEEK ENDING DATE			PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS															
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)				(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)			(9)					
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERED APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES							TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	DEDUCTIONS FOR ALL WORK				NET PAY TO WORKER FOR ALL WORK
								HOURS WORKED EACH DAY													TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 (over)

PROJECT NAME			PROJECT NO. or CONTRACT NO.			PAYROLL NO.			PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME																																																																																																																																																																							
PROJECT LOCATION						WEEK ENDING DATE			CERTIFYING OFFICIAL'S NAME AND TITLE																																																																																																																																																																							
I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:																																																																																																																																																																																
☐		The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.																																																																																																																																																																														
☐		All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.																																																																																																																																																																														
☐		The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.																																																																																																																																																																														
☐		Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.																																																																																																																																																																														
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HOURLY CREDIT FOR FRINGE BENEFITS <i>If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.</i> <table border="1"> <thead> <tr> <th rowspan="4">NAME OF WORKER</th> <th>FB NAME</th> <th></th> <th>FB NAME</th> <th></th> <th>FB NAME</th> <th></th> <th>FB NAME</th> <th></th> <th>FB NAME</th> <th></th> <th>FB NAME</th> <th></th> <th rowspan="4">TOTAL HOURLY CREDIT</th> </tr> <tr> <th>FB TYPE</th> <th></th> <th>FB TYPE</th> <th></th> <th>FB TYPE</th> <th></th> <th>FB TYPE</th> <th></th> <th>FB TYPE</th> <th></th> <th>FB TYPE</th> <th></th> </tr> <tr> <th>PLAN NO.</th> <th></th> <th>PLAN NO.</th> <th></th> <th>PLAN NO.</th> <th></th> <th>PLAN NO.</th> <th></th> <th>PLAN NO.</th> <th></th> <th>PLAN NO.</th> <th></th> </tr> <tr> <th>☐ Funded ☐ Unfunded</th> <th></th> <th>☐ Funded ☐ Unfunded</th> <th></th> <th>☐ Funded ☐ Unfunded</th> <th></th> <th>☐ Funded ☐ Unfunded</th> <th></th> <th>☐ Funded ☐ Unfunded</th> <th></th> <th>☐ Funded ☐ Unfunded</th> <th></th> </tr> </thead> <tbody> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> </tbody> </table>															NAME OF WORKER	FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		TOTAL HOURLY CREDIT	FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded			Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
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PART VI

State of Alaska, Department of Labor
LABORER'S & MECHANICS MINIMUM RATES OF PAY
CURRENT Effective Version: April 1, 2026

NOTE: Contractor shall obtain a complete copy of Pamphlet 600 for wage determinations, available on line at:

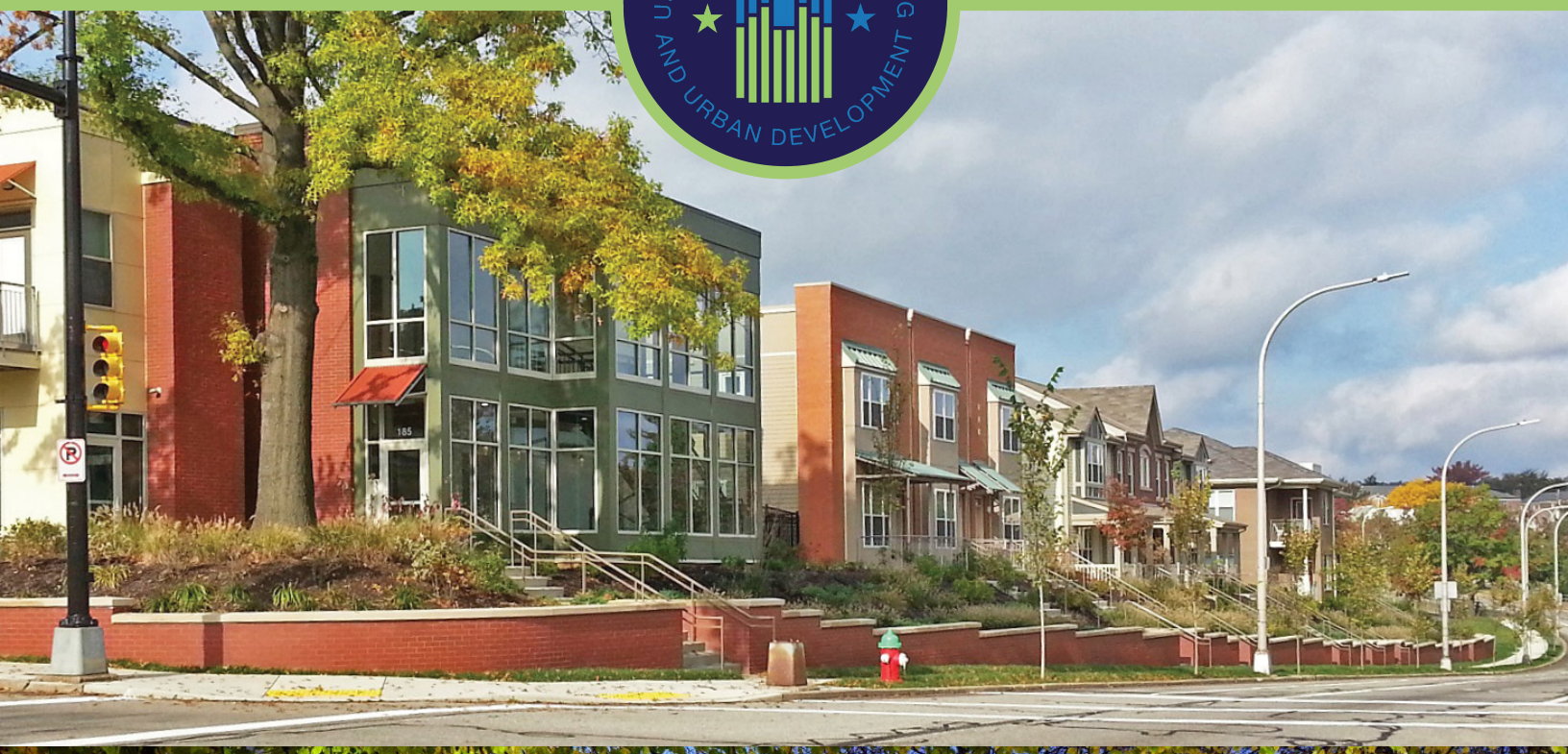
https://labor.alaska.gov/lss/forms/Pamphlet_600_Issue_52.pdf?q=041026

It is the Contractors responsibility to submit "Notice of Work" to the Department, comply with Department regulations, using the on-line filing system at <http://my.alaska.gov> and to file Certified Payroll, providing a copy to the City. The City will file "Notice of Award" with the Department, who will assign a project number for the contractor's use. .

The Design-Builder shall also comply with the attached:

1. U.S. Department of Housing and Urban Development "Davis-Bacon and Labor Standards Agency/Contractor Guide"
2. U.S. Department of Housing and Urban Development "Davis-Bacon and Labor Standards Contractor Guide Addendum"
3. Federal Wage Rates, Alaska.

GUIDANCE: As between the State of Alaska Department of Labor Davis Bacon Wages and the Federal Davis Bacon Wages, Contractor shall pay the higher wage listed for a given labor classification.



DAVIS-BACON AND LABOR STANDARDS AGENCY/CONTRACTOR GUIDE

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INTRODUCTION

This Guide has been developed as part of HUD's communications strategy with its approximately 5,000 client agencies, and contractors performing work on construction projects that are assisted by the U.S. Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. While the guidance contained in this Guide is generally applicable to any Davis-Bacon-covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

This Guide has been designed to help agencies develop organizational and administrative policies that will enable them to meet labor standards contractual responsibilities in the administration of HUD-assisted programs as efficiently as possible. It is also useful as a training tool and a ready reference for compliance staff. Further, it may be used by contractors to provide further background. While this Guide is intended to address numerous situations, it was not written to cover every possible labor standards issue. If there is a labor standards issue not addressed in this Guide, please contact your local HUD Labor Standards Specialist (LSS). Throughout this Guide, the acronym "LCA" or "LCAs" shall mean state, tribal, and local agencies.

This Guide also provides information to assist with Davis-Bacon labor standards compliance. HUD's Office of Davis-Bacon and Labor Standards worked with the U.S. Department of Labor's Wage and Hour Division to ensure that the labor standards provisions required to be incorporated in Davis-Bacon contracts and the specifics of complying with them represent the latest information. The U.S. Department of Labor (DOL) has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

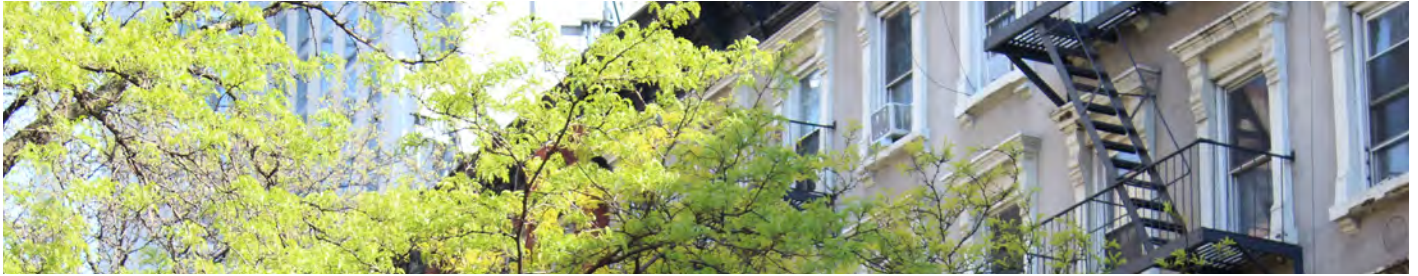
This Guide contains five main chapters. The first chapter includes basic DBA definitions that affect every Davis-Bacon-covered project. The second chapter lists the responsibilities of state, tribal, and local contracting agencies that administer HUD programs. The third chapter includes the laws and regulations associated with Federal labor standards administration and enforcement. The fourth chapter describes LCA flexibility for labor standards responsibilities. The fifth and final chapter discusses payroll compliance reviews and corrections.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. If you need assistance in determining whether Davis-Bacon wage rates apply to a project or if you need other related technical assistance, please contact the HUD Labor Standards Field staff for your area. If you do not know which staff to contact, a list of Labor Standards field offices with their geographic areas, telephone numbers and email addresses are located on HUD's Home Page at the address below.

RESOURCE

Visit the Office of Davis Bacon and Labor Standards online:

www.hud.gov/program_offices/davis_bacon_and_labor_standards



KEY LABOR STANDARDS OBJECTIVES OF THE GUIDE

The Office of Davis-Bacon and Labor Standards has identified five Key Labor Standards Objectives—the basics of what must be accomplished in order to protect workers' rights. We also identified all the policies, procedures, and paperwork at our disposal—what we do ourselves and what we impose on contractors. HUD eliminated superfluous requirements and will not institute policies, procedures, or paperwork that is not required by statute or regulation, or that does not contribute to one or more of the Key Objectives.

Apply Davis-Bacon requirements properly

Make certain that labor standards, including Davis-Bacon prevailing wage rates, are applied where required. Ensure that any exemptions or exceptions are identified.

Through education and advice, support contractor compliance with labor standards

Provide basic training and technical support to contractors to ensure that they understand their obligations under prevailing wage and reporting requirements.

Monitor contractor performance

Perform reviews of certified payroll submissions and other information to help ensure contractor compliance with labor standards provisions and the payment of prevailing wages to workers.

Investigate probable violations and complaints of underpayment

Thoroughly explore any evidence of violations, especially allegations of underpayment.

Pursue debarment and other available sanctions against repeat labor standards violators

Carry out a zero tolerance policy toward contractors who violate prevailing wage laws.

RESOURCE

Program technical guidance

For interpretations of program requirements or handbooks and instructions on the use of forms:

Housing Programs - See our [Contact List](#) for help.



BASIC DBA DEFINITIONS

There are several compliance principles, definitions, and interpretations that affect every Davis-Bacon-covered project.

Responsibilities of employers

All employers (contractors, subcontractors, and any lower-tier subcontractors) are required to pay all laborers and mechanics employed or working on the site of the work unconditionally and not less often than once per week the full amount of wages and bona fide fringe benefits computed at rates not less than those contained in the wage decision. Employers must prepare, certify, and submit weekly payroll reports reflecting all the laborers and mechanics (employees) engaged in construction on the site of the work. Employers may also be required to submit related documentation in order to demonstrate compliance.

Responsibilities of the principal (prime) contractor

The principal contractor (also referred to as the “prime contractor”) is responsible for the full compliance of all employers (itself, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project.

Prime contractor

The principal contractor.

Subcontractor

All subcontractors and lower-tier subcontractors.

Employer

Any contractor, subcontractor, or lower-tier subcontractor that has engaged the services of laborers or mechanics on the project.

To make this Guide easier to understand, the term “prime contractor” will mean the principal contractor; “subcontractor” will mean all subcontractors including lower-tier subcontractors; and the term “employer” will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

Laborers and mechanics

Those individuals whose duties are manual or physical in nature, including workers who are performing the work of a trade (e.g., electrician). “Laborers” and “mechanics” include apprentices, trainees, helpers, and, for contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA), watchmen and guards.

Working foremen

Foremen or supervisors that perform construction work and devote more than 20% of their time as a laborer or mechanic are treated, for labor standards purposes, as “laborers” or “mechanics” for their time spent working as a laborer or mechanic.

Exclusions

Persons whose duties are primarily administrative, managerial, or clerical are not laborers or mechanics.

Employee

Every person who performs the work of a laborer or mechanic is “employed” regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such person.

Working subcontractors

Persons who perform the work of laborers or mechanics and who represent themselves to be owners of businesses, sole proprietors, or self-employed are not exempt from prevailing wage requirements. These laborers and mechanics are “employed” and are entitled to the prevailing wage for the type of work they perform, and must be reported on the payroll report for their craft, hours of work, and wages paid. For additional information, see LR-96-01, Labor Standards for Self-Employed Laborers and Mechanics.



Administrative allowances

HUD permits administrative allowances concerning payroll reporting and certification requirements relating to the following:

- Owners of Businesses Working with Their Crew
- Owner/Operators of Power Equipment
- Owner/Operators of Trucks

Apprentice

A person employed and individually registered in a bona fide apprenticeship program. Bona fide programs are those that have been registered with DOL, Employment and Training Administration, Office of Apprenticeship, or with a DOL-recognized State Apprenticeship Agency (SAA). (Note that an SAA must also partner with a State Apprenticeship Council (SAC). The SAC must consist of an equal number of representatives of employer and employee organizations.)

Probationary apprentice

A person in the first 90 days of probationary employment as an apprentice in a bona fide apprenticeship program but who has not yet been formally registered in such program may be considered an “apprentice” provided that DOL or SAC has certified that such person is eligible for probationary employment as an apprentice.

Pre-apprentice

A person who is employed as a “pre-apprentice”—that is, in a preparatory position which may result in registration in an apprenticeship program—is not considered to be an “apprentice.”

Trainee

A person registered and receiving on-the-job training in a construction occupation pursuant to a training program approved in advance by the Office of Apprenticeship Training.

Prevailing wages or wage rates

Davis-Bacon prevailing wage rates generally appear as a basic hourly rate plus fringe benefits, if any. “Prevailing wage” is made up of two interchangeable components: the basic hourly wage, and fringe benefits. The total of the basic hourly wage and fringe benefits comprises the “prevailing wage” obligation. This obligation may be met by any combination of cash wages and creditable “bona fide” fringe benefits provided by the employer. For example:

The Davis-Bacon wage decision requires:

Basic Hourly Rate	\$10.00
Fringe Benefits	\$1.00
Total Prevailing Wage	\$11.00

Employers may comply by paying:

1. \$11.00 in cash wages;
2. \$10.00 plus \$1.00 in bona fide fringe benefits; or
3. Any combination of wages and benefits that totals \$11.00 per hour.



Piece rate/piece work employees

Employees whose earnings are calculated by the amount of work produced (rather than hours worked) must receive no less than the applicable DBRA/MWD (Davis-Bacon and Related Acts/Maintenance Wage Determination) wage rate based upon the hours of work performed. The employer must divide the piece rate earnings by the actual hours worked to determine the “effective” hourly rate. The effective hourly rate must be calculated for each week’s earnings and must be no less than the applicable prevailing wage rate. It does not matter whether the effective hourly rate changes from week to week as long as the result is at least as much as the prevailing wage rate. If the effective hourly rate is less than the applicable prevailing wage rate, the employee must be compensated at the prevailing wage rate for all hours worked.

Fringe benefits

Fringe benefits may include:

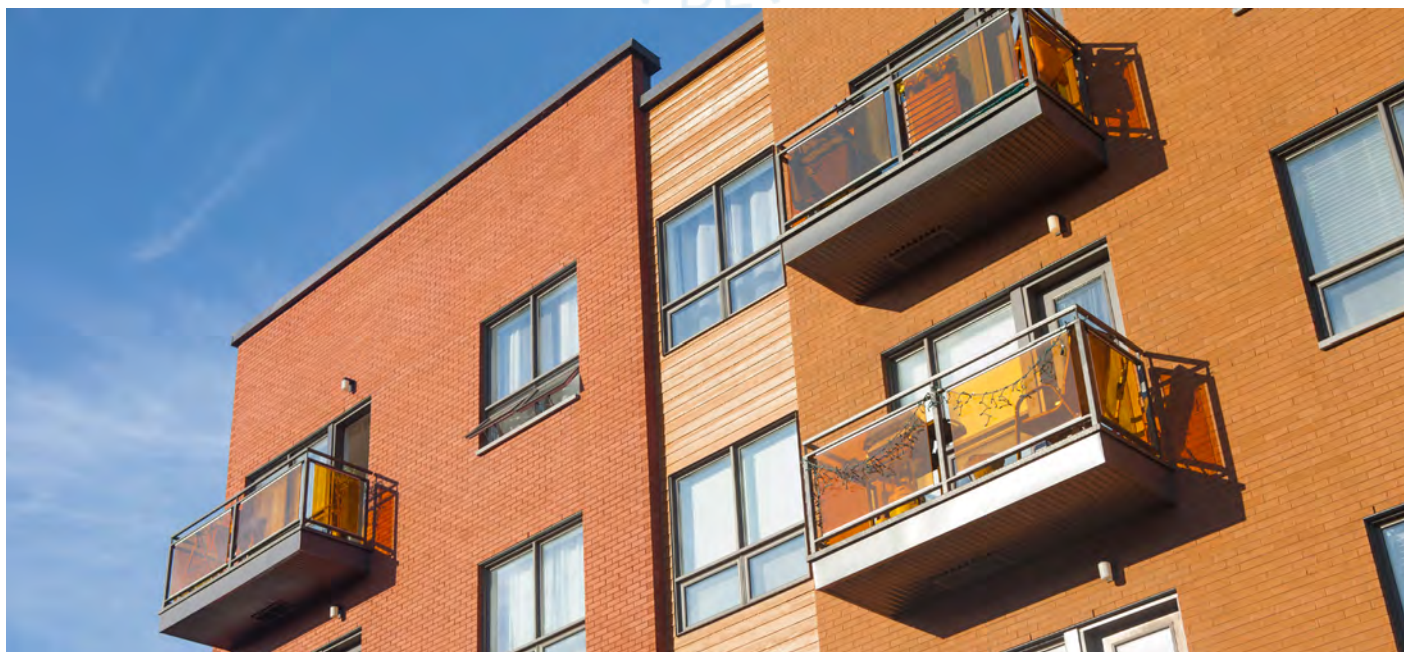
- Sick, vacation, or holiday pay;
- Costs to defray expenses of apprenticeship or similar programs;
- Medical or hospital care;
- Supplemental unemployment benefits;
- Life insurance;
- Pensions on retirement or death;
- Compensation for injuries or illness resulting from occupational activity;
- Other bona fide fringe benefits; or
- Insurance to provide any of the above.

MORE INFO

In addition, fringe benefits may reflect the rate of costs to the employer that may be reasonably anticipated in providing bona fide fringe benefits pursuant to an enforceable commitment to carry out a financially responsible program.

MORE INFO

Fringe benefits do not include employer contributions or payments required by other federal, state, or local law, such as FICA (Federal Insurance Contributions Act), workers’ compensation, or unemployment compensation.



Overtime

Overtime (O/T) hours are defined as all hours worked in excess of 40 hours in any workweek. Where governed by Federal labor standards, O/T hours shall be compensated at not less than one and one-half times the regular rate of basic pay plus the straight-time (S/T) rate of any required fringe benefits.

Deductions

The employer may make payroll deductions as permitted by DOL regulations in 29 CFR Part 3. These regulations prohibit the employer from requiring employees to “kick back” any of their earnings. Deductions may include employee obligations for income taxes, Social Security payments, insurance premiums, retirement contributions, savings accounts, and any other legally permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee (which will require documentation).

Site of work

The “site of work” is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed. “Site of work” includes other adjacent or nearby properties used by the contractor/subcontractor in the construction of the project (e.g., fabrication sites) provided they are dedicated exclusively

or nearly so to the performance of the contract or project, and are so located in proximity to the actual construction location that it would be reasonable to include them.

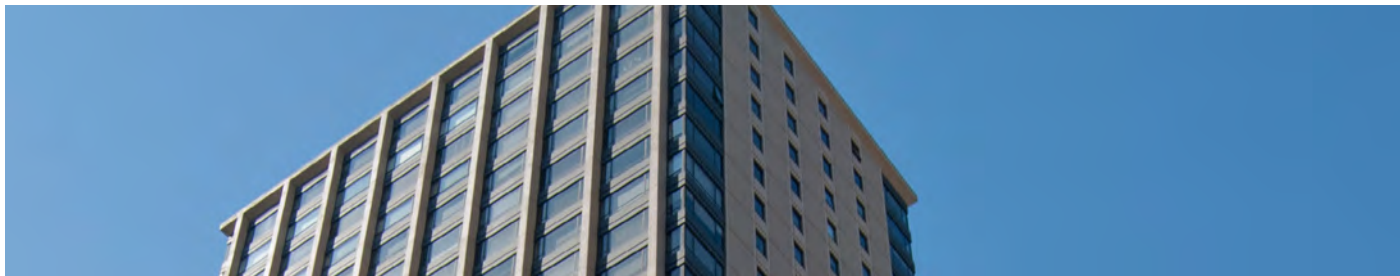
Proper designation of trade

Each laborer and mechanic shall be classified in accordance with the work classifications listed on the wage decision and the actual type of work they perform and shall be paid the appropriate wage rate and fringe benefits for the classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for carpenters even if they aren’t considered by the employer to be fully trained as a carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

Split classification

Laborers and mechanics that perform work in more than one classification may be compensated at the rate specified for each classification provided that the employer maintains time records that accurately set forth the time spent in each classification in which the work was performed. If accurate time records are not maintained, the employee shall be compensated at the highest of all wage rates for the classifications in which work was performed.

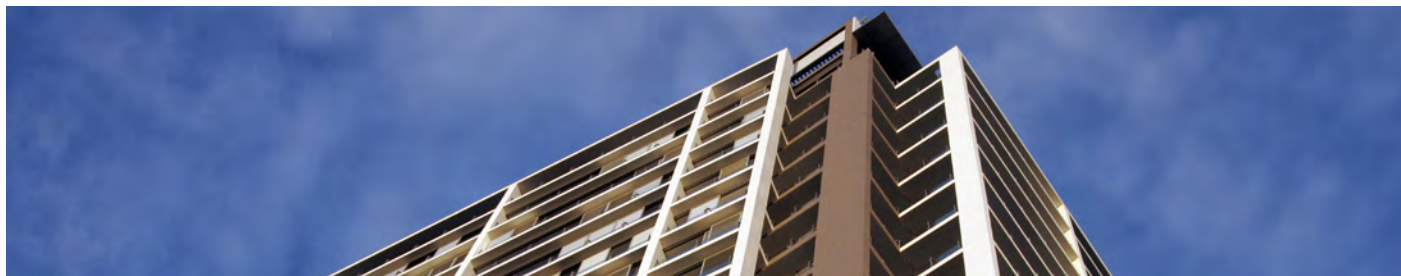




LCA RESPONSIBILITIES

State, tribal, and local contracting agencies (LCAs) that administer HUD programs agree to administer and enforce Davis-Bacon requirements as a condition for receiving HUD program assistance. LCAs have the following responsibilities:

1. Designate appropriate staff (e.g., a Contract Administrator) before the start of construction to ensure compliance with all applicable labor standards requirements and to act for and in liaison with HUD. Provide the name(s) of the staff to the appropriate HUD Field Office of Davis-Bacon and Labor Standards.
2. Establish a construction contract management system that meets the standards of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
3. Ensure that all bid documents, contracts, and subcontracts contain the applicable Davis-Bacon wage decision and Federal labor standards provisions.
4. Ensure that no contract is awarded to a contractor that is ineligible (e.g., debarred) for Federally-assisted work.
5. Conduct on-site inspections including interviews with laborers and mechanics employed on the construction project. Ensure that the applicable Davis-Bacon wage decision, DOL's Davis-Bacon poster (Form WH-1321), and additional classifications are displayed at the job site.
6. Review certified payroll reports (CPRs) and related documentation. Identify any discrepancies and/or violations. Ensure that any needed corrections are made promptly, including the payment of wage restitution as needed, and the assessment and collection of liquidated damages, as appropriate.
7. Maintain full documentation of Federal labor standards administration and enforcement activities.
8. Refer potential criminal or complex enforcement actions to HUD, in addition to CWHSSA liquidated damages assessments for O/T violations and debarment recommendations.
9. Comply with all HUD requirements concerning statutory, program, and/or other requirements.
10. Prepare Federal labor standards enforcement reports as required in DOL regulations (29 CFR Part 5, § 5.7).



LAWS AND REGULATIONS

The Davis-Bacon Act (DBA)

The DBA, enacted in 1931, applies to contracts in excess of \$2,000 for construction, alteration, and/or repair of public buildings or public works, including painting and decorating, to which the United States or the District of Columbia is a party. This type of applicability is referred to as direct Davis-Bacon Act or DBA coverage. An example of DBA coverage is when HUD contracts directly for repairs to HUD-owned properties. HUD's Office of the Chief Procurement Officer manages these types of contracts. The DBA requires that the advertised specifications for such contracts contain a provision stating that the minimum wages to be paid to various classes of laborers and mechanics must be based upon the wages found to be prevailing by the Secretary of Labor.

Most HUD construction work is not covered by the DBA since HUD does not usually contract directly for construction work. Rather, Davis-Bacon wage rates apply to HUD programs because of prevailing wage requirements expressed in HUD "Related Acts" such as the U. S. Housing Act of 1937 and the Housing and Community Development Act of 1974, as amended. The Related Acts (referred to throughout this Guide as the Davis-Bacon and Related Acts or DBRA) are discussed further in Section 5.9.

The DBA includes provisions that:

1. Require the contractor or subcontractor to pay all mechanics and laborers at least once per week;
2. Prohibit contractors or subcontractors from taking deductions or rebates from wages earned by laborers and mechanics;
3. Require the contractor or subcontractor to pay Davis-Bacon wages to all laborers and mechanics employed on the site of the work regardless of their skill level, and regardless of any contractual relationship alleged to exist between the laborers and mechanics and the contractor or subcontractor;

4. Require the contractor or subcontractor to post the scale of wages to be paid (i.e., the applicable Davis-Bacon wage decision) in a prominent and accessible place at the work site;
5. Define prevailing wages to include fringe benefits;
6. Permit the withholding of payments due to the contractor on account of wage restitution that may be found due to the laborers and mechanics;
7. Permit the payment of wage restitution from amounts withheld from contract payments;
8. Permit the termination of the contract where it is found that any laborer or mechanic is underpaid; and
9. Permit the debarment of persons or firms found to have disregarded their obligations to employees and subcontractors.

The Contract Work Hours and Safety Standards Act (CWHSSA)

The CWHSSA applies to both direct federal contracts and to federally-assisted contracts where those contracts require or involve the employment of laborers and mechanics and where federal wage standards (e.g., Davis-Bacon or HUD-determined prevailing wage rates) are applicable. CWHSSA provisions apply to all laborers and mechanics, including watchmen and guards, employed by any contractor or subcontractor. CWHSSA also applies to maintenance laborers and mechanics employed by contractors or subcontractors engaged in the operation of Public Housing Agencies (PHA), Tribally Designated Housing Entities (TDHE), and Indian Housing Agencies (IHA) developments.

CWHSSA O/T provisions do not apply to laborers and mechanics employed directly by PHAs or IHAs. However, O/T provisions generally apply to these workers under the Fair Labor Standards Act (FLSA). HUD does not have authority to enforce FLSA violations. Refer complaints of FLSA violations to DOL, Wage and Hour Division.

CWHSSA provides that all O/T hours (defined as hours worked in excess of 40 during any workweek on the CWHSSA-covered project site) must be compensated at a rate not less than one and one-half times the regular basic rate of pay. Where CWHSSA O/T provisions are applicable, compensatory time in lieu of premium pay for O/T hours is not permissible. In the event of O/T violations, the CWHSSA renders the contractor liable to the underpaid workers for wage restitution and to the United States Government for liquidated damages computed per person per day at a rate that DOL publishes annually. It is a federal criminal misdemeanor to intentionally violate CWHSSA standards.

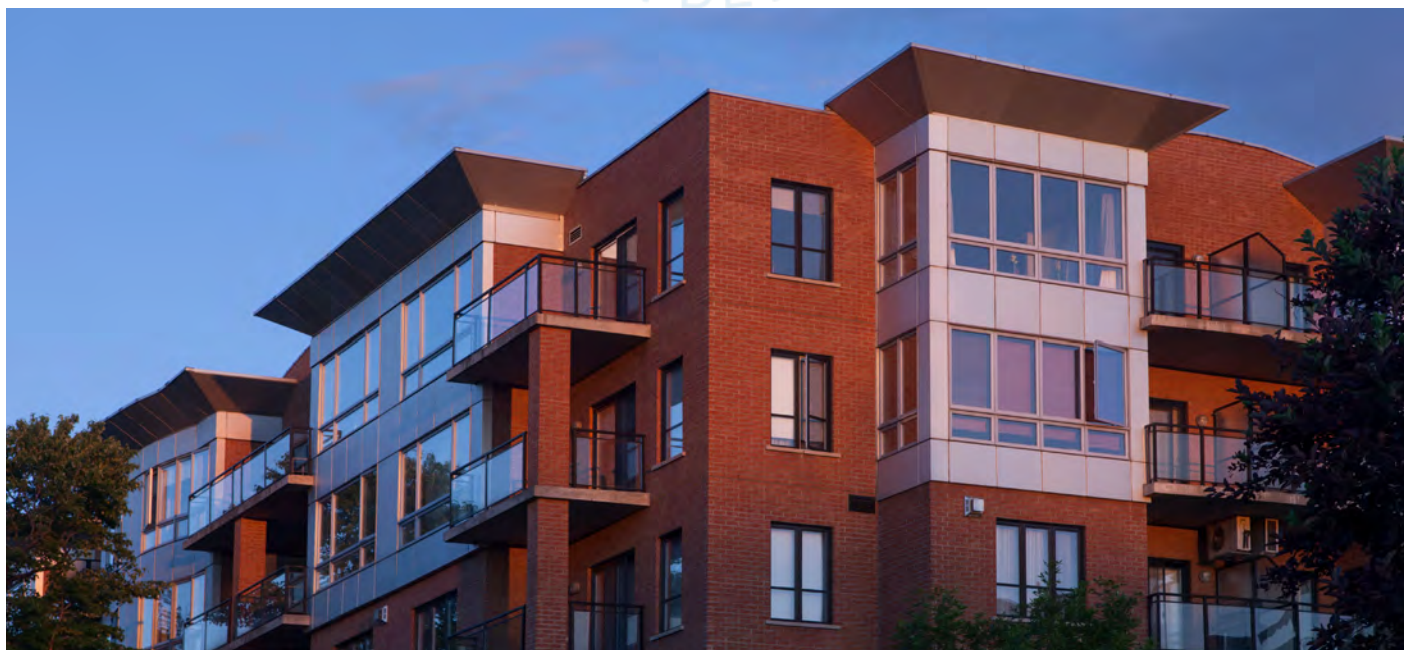
Exemptions:

- CWHSSA O/T provisions do not apply where the federal assistance is only in the nature of a loan guarantee or insurance.
- CWHSSA O/T provisions do not apply to prime contracts of \$100,000 or less.

RESOURCE

DOL posts current fines at:

<https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>



The Copeland Act (Anti-Kickback Act)

The Copeland Act concerns three facets of prevailing wage compliance:

1. The “anti-kickback” provision prohibits contractors and subcontractors from inducing an employee working on a covered contract to give up any part of the compensation to which he or she is entitled. Violations are a criminal offense and are punishable by a \$5,000 fine or imprisonment up to five years, or both.
2. Associated DOL regulations restrict payroll deductions to those that are permissible without DOL approval as explained at 29 CFR § 3.5; deductions that require advance DOL approval are explained at 29 CFR § 3.6.
3. The Act requires the submission of weekly CPRs accompanied by a Statement of Compliance by all contractors and subcontractors engaged in such construction, prosecution, completion, or repair. The willful falsification of a CPR or statement of compliance may subject the employer to civil or criminal prosecution under § 1001 of Title 18 and § 3729 of Title 31 of the United States Code (USC), and may also be a cause for debarment.

Exemptions:

- Copeland Act CPR requirements are applicable only where Davis-Bacon (DBA or DBRA) prevailing wage provisions are applicable.
- Copeland Act anti-kickback provisions do not apply where the only federal assistance is a loan guarantee.



The Fair Labor Standards Act (FLSA)

The FLSA governs matters such as federal minimum wage rates and O/T. These standards are generally applicable to any labor performed and may be pre-empted by other (often more stringent) federal standards such as the DBRA prevailing wage requirements and CWHSSA O/T provisions. The authority to administer and enforce FLSA provisions resides solely with DOL.

Portal-to-Portal Act (PA)

The PA applies to the DBA and prevents the commencement of any court suit for unpaid S/T wages more than two years after performance of the work (three years in the case of willful violations), where permissible under the law. However, DOL's position is that the PA does not apply to administrative actions initiated through Administrative Law Judge (ALJ) hearing procedures; thus, the PA does not preclude corrective administrative action after two (or three) years.

The PA does not apply to federally-assisted (DBRA) projects. Instead, the various State statutes of limitations apply to such projects in private actions where they are judicially determined to be permissible under the law. The Federal six-year statute of limitations applies in government enforcement actions.

McNamara-O'Hara Service Contract Act (SCA)

The SCA governs maintenance and other service work and applies

when the Federal Government or the District of Columbia contracts directly for such services and the value of the contract exceeds \$2,500. SCA coverage in HUD programs is limited because HUD infrequently enters into direct contracts for services in the administration of its programs. By way of example, however, a contract for maintenance service at an HUD-owned multifamily property would be covered by the SCA. Like DBA contracts, SCA contracts are managed under the auspices of HUD's Office of the Chief Procurement Officer. SCA enforcement authority resides solely with DOL.

Davis-Bacon Regulations

DOL has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6, and 7. Part 1 explains how DOL establishes and publishes DBA wage determinations (also referred to as wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly CPRs. Part 5 covers the labor standards provisions that are in contracts relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Finally, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available online: www.ecfr.gov/current/title-29



Construction Contract Provisions and Labor Standards Administration

Labor standards administration involves the activities that take place primarily before construction begins. Administration sets the stage for the compliance activities that occur during the construction phase. The first and sometimes most difficult step is determining whether and to what extent Davis-Bacon wage standards apply to a particular contract or project. The Factors of Labor Standards Applicability (see Appendix II-6) should be helpful. Most HUD-assisted construction work is covered by Davis-Bacon, but there are some exceptions. The best and safest approach is to first assume that Davis-Bacon requirements will be applicable whenever the contract/project involves construction work valued in excess of \$2,000, then look more closely to see if there is any reason for non-coverage. Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally wound into the contract specifications.

The labor standards clauses

The contract for construction is the vehicle to ensure contractor compliance and Davis-Bacon wage enforcement. Therefore, the bid specifications and/or the contract for each project subject to Davis-Bacon wage rates must contain both a Davis-Bacon wage decision and labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the Davis-Bacon wage and reporting requirements and with the O/T provisions of the CWHSSA (applicable

only when the prime contract is valued at over \$100,000).

The labor standards clauses also provide for remedies in the event of violations, including the withholding of payments due to the contractor to ensure the payment of wages or liquidated damages that may be found due, and sanctions should violations occur. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-92554M, Supplementary Conditions Of The Contract for Construction, which is issued primarily for FHA (Federal Housing Administration) multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG (Community Development Block Grant) and HOME (HOME Investment Partnerships Program) projects; and the HUD-5370, General Conditions for Construction Contracts (construction contracts >\$150,000) or the HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts (construction contracts >\$2,000 but ≤\$150,000) which are used for Public and Indian Housing projects. These should be wound into the contract specifications or incorporated by specific reference in the bid/contract documents (see Labor Relations Letter 96-03).

RESOURCE

A fillable version of this form is available online at HUDClips www.hud.gov/program_offices/administration/hudclips/forms
Contact the contract administrator monitoring the project for assistance with a Project Wage Rate.



Specific Davis-Bacon Related Act (statute) for the program involved

Related Acts are program statutes that contain provisions requiring compliance with the wages that the Secretary of Labor finds to be prevailing pursuant to the Davis-Bacon Act. These are commonly referred to as the Davis-Bacon and Related Acts or DBRA.

HUD Related Acts include (but are not limited to) the:

- National Housing Act;
- U. S. Housing Act of 1937;
- Housing and Community Development Act of 1974;
- National Affordable Housing Act of 1990; and
- Native American Housing Assistance and Self-determination Act of 1996, each as amended.

Many of the labor provisions in HUD Related Acts contain applicability thresholds based upon the number of dwelling units involved. Some thresholds are based upon the amount of HUD assistance or the use of HUD funds or assistance. In addition, most HUD Related Acts contain exemptions from prevailing wage coverage for bona-fide volunteers. It is important for DBLS and LCA staff to be familiar with the statutory provisions and how these are interpreted.

The labor provisions found in current HUD Related Acts are excerpted for reference in Appendix II-1 to this Guide. Applicability factors relating to specific HUD Related Acts are in Appendix II-6.

Labor Standards Letters

This special directives series is designed to provide current and thorough guidance on Davis-Bacon issues in HUD programs. Popular topics include Davis-Bacon applicability, and prevailing wage requirements concerning self-employed laborers and mechanics. Labor Standards Letters are available online at the Davis-Bacon and Labor Standards Library: www.hud.gov/program_offices/davis_bacon_and_labor_standards/olr_lrl

HUD Guides

These Guides complement the guidance and instructions provided in HUD Handbook 1344.1, Federal Labor Standards Compliance in HUD Programs. These Guides are also available at the Davis-Bacon and Labor Standards Library.

Davis-Bacon Wage Decisions

The term “wage decision” includes the original decision and any subsequent decisions that modify, supersede, correct, or otherwise change the provisions of the original decision. The term “wage decision” is used within this Guide to mean the Davis-Bacon wage decision. The terms “wage decision” and “wage determination” are used interchangeably. A wage decision is a schedule of construction work classifications, wage rates, and fringe benefits that represent the minimum rates that must be paid to workers employed in those classifications. Wage decisions are established for defined geographic areas, usually by county



or group of counties, and four general characters of construction work.

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RESOURCE

All current Davis Bacon wage decisions can be accessed online at no cost at www.sam.gov

Character of work

There are four basic categories (or characters) of wage decisions based on the type of construction. DOL established these categories and provides details of each one in All Agency Memoranda Nos. 130 and 131. DOL provides further guidance in All Agency Memorandum 236, Prevailing Wage Resource Book, and Field Operations Handbook, Chapter 15. The four categories include:

1. **Residential:** Residential construction includes the construction, alteration, or repair of single-family houses or apartment buildings of no more than four stories in height. This typically includes all incidental items unless there is an established area practice to the contrary.

Incidental items are elements of a project whose function is to support the principal purpose and do not change the overall character of work. Examples of incidental items include sidewalks and handrails installed to support residential or building projects. While sidewalks intrinsically constitute “highway” construction, this element considered in conjunction with a residential or building project becomes incidental to the principal purpose of the construction and is subject to the same wage decision that applies to the principal purpose.



Character of work (continued)

2. **Building:** Building construction generally is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. This category includes buildings exceeding four stories in height that have housing units and buildings of four stories or less that do not have housing units. This category also includes incidental items such as grading, sidewalks, and utilities. Building examples include high-rise apartment buildings, nursing homes and convalescent facilities, community centers, fire stations, commercial buildings, parking garages, and dormitories.
3. **Highway:** Highway construction includes the construction, alteration, or repair of roads, streets, highways, alleys, parking areas, and other similar projects not incidental to the main category of construction, which is either residential or building for housing development projects.
4. **Heavy:** Heavy construction includes those projects that are not properly classified as “residential,” “building,” or “highway.” Some examples include antenna towers, canals, landscaping, drainage and irrigation projects, permanent erosion control, storm sewers, and storage tanks.

General wage decisions

Most Davis-Bacon wage decisions are general wage decisions. DOL usually publishes these annually and may modify or supersede them throughout the year. LCAs and HUD Labor Standard Specialists (LSS) may use general wage decisions without advance notice or approval from DOL. Most Davis-Bacon wage decisions are available as published

general wage decisions.

General wage decisions and project wage decisions may be modified from time to time to keep them current, correct errors, and for other purposes. Modifications may be limited to one or more particular work classifications and wage rates. Modifications are effective to a project if HUD or an LCA receives them, or if notice of the modification is published at www.sam.gov prior to the lock-in date. Modifications to a project wage decision expire on the same date as the original project wage decision. A modification to a general wage determination remains in effect until it is superseded by a subsequent modification, or the original general wage decision is superseded or cancelled.

Project wage decisions

If an appropriate wage decision (by location, character of work, or specific trade required) is not published in the general wage decisions, a project wage decision shall be requested from DOL. Project wage decisions are applicable only to the construction work specified on the request to DOL and listed on the front page of the wage decision. Project wage decisions are valid for 180 days from the date of original issuance by DOL. The issuance and expiration dates will be indicated on the front page of the wage decision. Like general wage decisions, project wage decisions may be modified.

A project wage decision may be applicable even though a general wage determination is published which covers the geographic location and character of work involved. For example: A project involves only roof replacement on a 4-story apartment building and the only classification needed for the entire contract is a roofer.



Project wage decisions (continued)

A general wage decision is published for residential construction in the county in which the project is located; however, the general wage decision does not include a roofer classification and wage rate. In this case, the general wage decision is not relevant to the roof replacement and a project wage decision may be requested from DOL.

RESOURCE

General wage decisions and modifications are available at

www.sam.gov

This is the only online location endorsed by DOL. Project wage decisions must be requested on a case by case basis from DOL.

Project wage decisions, as needed

The LCA or LSS shall submit a completed SF-308, Request for Wage Determination And Response to Request, to the DOL National Office, allowing 30 days for receipt of the project wage decision from DOL.

Selecting the correct wage decision

The responsible contracting officer (also referred to as the contract administrator) selects and assigns wage decisions to specific contracts or projects. For HUD-administered projects (e.g., FHA-insured multifamily development), the responsible contracting officer is the LSS. In addition, the LSS provides technical support and oversight to LCAs

administering HUD programs in selecting and assigning appropriate wage decisions. Determining wage decisions is dependent upon the geographic location and the character of work (Residential, Building, Highway, and/or Heavy) assigned to the project.

A request for additional classification and wage rates may be made only after contract award. The request must originate with the contractor/employer and must be submitted by the LCA to DOL.

MORE INFO

Conformances (additional classifications)

At times, the wage decision will not contain some of the work classification and wage rates that are needed for the construction work. In these cases, send a form SF 1444 to DOL at

whd-cbaconformance_incoming@dol.gov



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Verify contractor eligibility

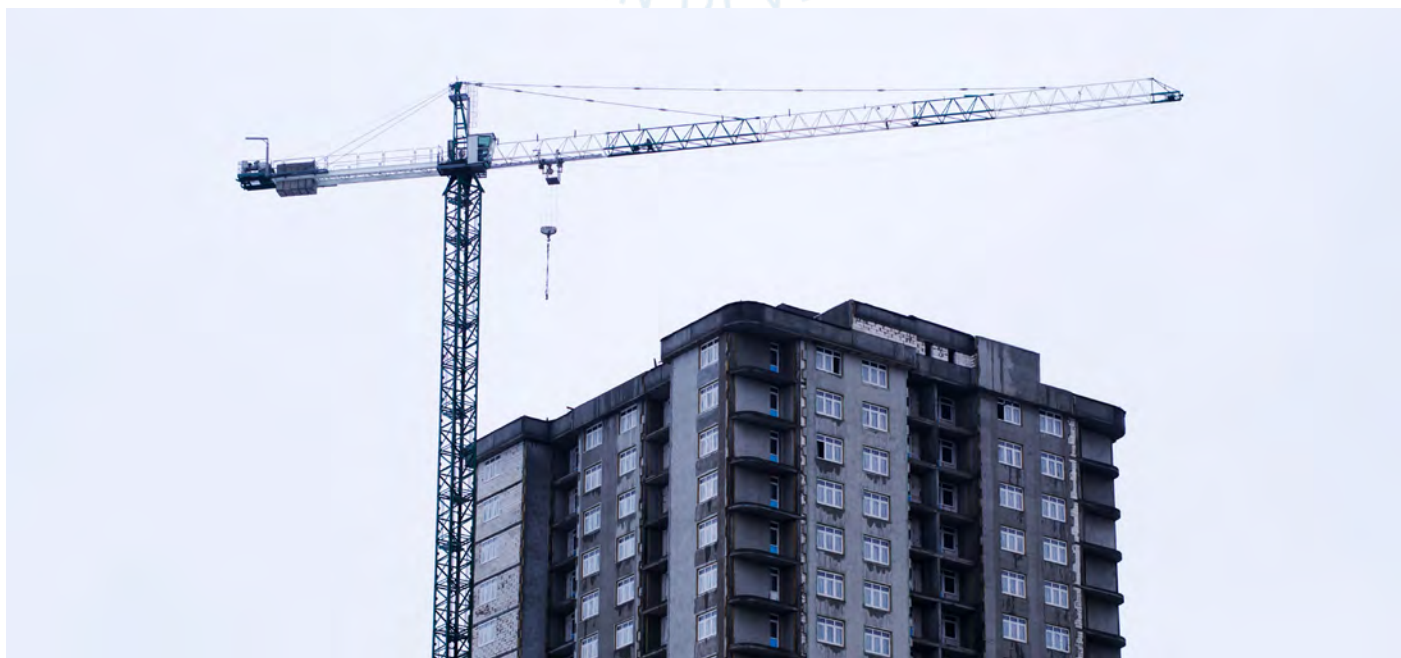
Once the LCA has selected the contractor to whom they wish to award the contract, the LCA must verify that the contractor is not ineligible (e.g., debarred) from participation in Federal programs. Only the eligibility of the prime contractor needs to be verified. The U.S. General Services Administration (GSA) maintains a list of ineligible contractors, which can be accessed online at www.sam.gov.

An additional classification and wage rate will be approved by DOL where:

1. The requested work classification is used in the area of the project by the construction industry;
2. The work that will be performed is not performed by a work classification already contained in the wage decision;
3. The proposed wage rate bears a reasonable relationship to the wage rates on the wage decision; and
4. The workers that will be employed in the requested work classification (if known) or the workers' representatives (if any) agree with the proposed wage rate.

Provide contractor training

The LCA must make certain that the contractor understands its responsibilities for Davis-Bacon compliance: The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. LCAs may also wish to provide formal training separate from the contracting process for contractors that are interested in performing work on HUD-assisted contracts and want to learn more about what is involved.





CONTRACTOR RESPONSIBILITIES

See Section 4 in the Contractor Addendum.

CONTRACT ADMINISTRATOR RESPONSIBILITIES

See Section 5 in the Contractor Addendum.

LCA FLEXIBILITY FOR LABOR STANDARDS RESPONSIBILITIES

While some aspects of labor standards administration are inflexible, such as which wage decision is applicable to a specific project, the following aspects are not. For these, HUD leaves the preference of how to achieve end results with the LCA.

LCAs may hold preconstruction conferences for labor standards purposes.

HUD acknowledges that there are many good reasons to hold a preconstruction conference (PCC), and these conferences are strongly encouraged in order to have the opportunity to discuss topics such as construction inspections, progress and contractor payment requirements, Section 3 employment and training, and other issues particular to the project. However, HUD has determined that the time and resources used to conduct and document PCCs for labor standards purposes do not yield measurably better results.

Many contractors have prior Davis-Bacon contract experience and have demonstrated successful performance. These contractors do not require the repetitive basic training that is provided at most PCCs. Contractors new to Davis-Bacon projects that understand the basic requirements and choose not to comply will likely not be persuaded to fully comply just because they attended a PCC.

LCAs may prepare Project Wage Rate Sheets

Some general wage decisions cover large areas (e.g., several counties or different characters of construction) and may contain wage rates that do not apply to the contract/project to which the wage decision applies. Such wage decisions can be difficult to decipher and confusing to contractors and subcontractors, and to the workers reviewing the wage decision to determine whether they are being paid correctly. For ease of reference for the LSS/LCA, the prime contractor and any subcontractors, and the workers, the LSS/LCA may prepare a form HUD-4720, Project Wage Rate Sheet, which should reflect the most commonly used work classifications and wage rates as contained in the wage decision applicable to the project. The Project Wage Rate Sheet should be prepared only after the wage decision has been “locked-in” by contract award or start of construction, as applicable. The Project Wage Rate Sheet does not replace the wage decision; it is only provided as a convenience. If there is a conflict between the Project Wage Rate Sheet and the wage decision, the wage decision prevails.

LCAs can prepare a Project Wage Rate Sheet for contracts using the onscreen fillable versions in either the HUD Forms or DBLS websites. HUD DBLS staff is available to provide assistance to LCAs in preparing Project Wage Rate Sheets. HUD strongly recommends incorporation of the full wage decision text into bid solicitations and contracts, either in hard copy or by specific reference.

LCAs may develop their own labor standards file system

HUD believes that LCAs can best determine how to maintain their files provided that certain minimum requirements are met. The minimum requirements include compliance with DOL regulations that certified payrolls and basic records relating to the payrolls be preserved for no less than three years after completion of the project and the resolution of any enforcement actions that may carry over after completion. In addition, the files must be maintained in such a way that the LCA can utilize them to demonstrate its own compliance with its labor standards administration and enforcement responsibilities. For example, the LCA must, at HUD's request, demonstrate how it has documented that the eligibility of the prime contractor was verified for each contract.

LCAs may target on-site interviews with laborers and mechanics

HUD is interested in using on-site interviews as a proactive enforcement tool rather than to meet a "representative sampling" quota. Instead of conducting interviews randomly for the sake of assembling a sample, LCAs are encouraged to target interviews to projects or groups of workers where violations are suspected or alleged. In this way, on-site interviews can be used to support a specific ongoing enforcement action. HUD realizes that this approach may mean that fewer on-site interviews may be conducted randomly; HUD considers targeting a far more efficient and effective means of utilizing on-site interview resources.

LCAS may limit payroll reviews to spot-checks and HUD-11 (Employee Interview Form) comparison

The goal: to detect falsification. HUD believes that serious violations involving underpaid workers and significant wage restitution may be overlooked because the contract administrator is overtasked with HUD-mandated payroll review minutiae. HUD recognizes that it is not possible to conduct payroll reviews in 100% of cases; therefore, it is not possible to identify and correct every discrepancy and underpayment. It is also the case that the violations disclosed behind falsified payrolls are much more egregious (both in terms of affected workers and the amount of underpayment) than violations that appear on the face of the payroll records. Accordingly, HUD has prioritized payroll reviews so that the objective is to detect falsification, and so that enforcement activities will yield the greatest impact. HUD has developed guidance on how to detect falsification through spot-checks and HUD-11 interview comparison. (See Willful Violations and Falsification Applicability in Appendix III-1.)



LCAS may limit payroll reviews to spot-checks and HUD-11 (Employee Interview Form) comparison (continued)

Routine payroll review results may be communicated to the prime contractor by telephone and documented with a record in the file. Many times, the types of deficiencies that come to the attention of the contract administrator can be handled more efficiently and just as effectively with good informal communication (e.g., a telephone call, email, etc.) with the employer/prime contractor rather than with formal letters. Examples of the types of issues that could easily be addressed informally—assuming the cooperation of both sides—include a missing payroll report or missing apprenticeship certificates, requests for employee authorizations for deductions, small underpayments that appear on the face of the payroll, and similar matters. With the prime contractor's cooperation, these matters can be disposed of quickly with a telephone call and a brief note to the contract file documenting the call. If the employer/prime contractor does not respond appropriately to this type of communication, it may be necessary to resort to more formal means.

RESOURCE

The Department of Housing and Urban Development (HUD) one stop forms resource page.

www.hud.gov/program_offices/administration/hudclips/forms





FEDERAL LABOR STANDARDS COMPLIANCE CHECKLIST FOR DAVIS-BACON COVERED PROJECTS

RESOURCE

See LCA DBRA Checklist online at the link below:

https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/OLRLibrary

REVIEWING PAYROLLS

See Section 7 in the Contractor Addendum.

REPORTING PAYROLLS

See Section 8 in the Contractor Addendum.

PAYROLL COMPLIANCE REVIEWS AND CORRECTIONS

Compliance reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. DOL may also independently conduct its own reviews (see 10.2.2 in the Contractor Addendum). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. Contractors will be notified by

the contract administrator if these reviews find any discrepancies or errors, and will be given instructions about what steps must be taken to correct any problems.

On-site interviews

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative (or HUD or DOL representative). The interviews are confidential and the employees will be asked about the number of hours they work, the kind of work they perform, and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the ongoing work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator. Completed HUD-11s must be compared to the corresponding contractor and subcontractor certified payrolls to test and verify the accuracy of the payroll information.

RESOURCE

HUD 11 forms are available online in English and in Spanish in a fillable format via the HUD Forms website (www.hud.gov/program_offices/administration/hudclips/forms) and at the DBLS website (www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform).

Project payroll reviews

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification, and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed, that employees are paid no less than the wage rate for the work classification shown, that apprentice and trainee certifications are submitted (where needed), that employee or other authorizations for other deductions are submitted (where needed), etc. Contract administrators should be particularly alert for indications of payroll falsification—misinformation on payrolls to conceal underpayments. Falsification on payrolls indicates that a contractor or subcontractor is aware of its obligations, is knowingly underpaying its employees, and is attempting to avoid detection of the violations. See Appendix III-1 for an explanation of willful violations and falsification indicators.

Typical payroll errors and required corrections

Contract administrators must ensure the full correction of all discrepancies disclosed during compliance monitoring conducted by the LCA, HUD, or DOL. This includes the collection of documentation to demonstrate that corrective measures have been successfully completed. They must:

1. **Examine and resolve probable violations and complaints of underpayment.** Contract administrators must explore probable violations—particularly those involving falsification of payrolls and complaints alleging underpayments. In addition to the HUD-11, Record of Employee Interview, HUD has developed a questionnaire form (HUD-4730) and a complaint intake form (HUD-4731) for HUD and LCA use. The forms are available in onscreen fillable formats at the HUD forms website and via the DBLS website;
2. **Refer complex issues and/or falsification cases to HUD or DOL.** Some issues may be more complex than LCAs are able to address. HUD encourages LCAs to consult with the LSS for their area to secure appropriate guidance and support. HUD has decided, in consultation with DOL, that it will refer to DOL cases involving falsification of payrolls or related documents for DOL investigation. HUD strongly suggests that LCAs employ this strategy for cases involving falsification;
3. **Take steps to ensure the full resolution of any monetary liability that has or may be imposed for labor standards reasons.** Contract administrators must take prompt action to ensure that funds will be available to satisfy any labor standards liability that may be imposed. Actions include the withholding of contract payments due to the contractor and requiring funding for an escrow account to guarantee the satisfaction of any restitution and/or liquidated damages assessment that may be pending at contract closeout;



Typical payroll errors and required corrections (continued)

4. **Recommend debarment against repeat violators.** HUD has implemented a zero tolerance policy against contractors who are repeat violators of Davis-Bacon labor standards. The first time an employer is found in violation, the employer is required to pay full restitution to all affected workers and to pay any CWHSSA liquidated damages (for O/T violations) that may be assessed. In addition, the employer must provide written assurance of future compliance. If the employer promptly completes these corrective actions, HUD will not object if the LCA does not recommend debarment against the employer unless there are extenuating circumstances that warrant debarment. If the employer is found in violation again, the LCA must require full correction of any underpayments and payment of CWHSSA liquidated damages assessed. A debarment recommendation made by the LCA against the employer is expected; and
5. **Prepare and submit enforcement reports.** In accordance with DOL regulations (29 CFR Part 5, § 5.7), the contract administrator must prepare and submit to HUD an enforcement report in any case where an employer (contractor or subcontractor) has underpaid its employees by \$1,000 or more or where there is reason to believe that the violations are aggravated or willful, and prepare and submit to HUD semi-annual enforcement reports concerning all Davis-Bacon labor standards administration and enforcement activities involving all HUD-assisted programs. Enforcement reports cover wage underpayments by contractors and subcontractors.

Note that enforcement reports concern only wage violations associated with projects or contracts subject to the labor standards provisions of the DBRA.

Employer-specific enforcement reports

These enforcement reports are used for three general purposes. First, to report to the Secretary of Labor on Davis-Bacon enforcement actions successfully completed in the field by all federal, state, and local agencies. Second, to refer to the Wage and Hour Administrator investigative findings that are in dispute (e.g., where the employer contests findings of underpayment made against it and requests a hearing to appeal the findings). Third, to make recommendations for debarment and other sanctions and for recommendations concerning liquidated damages computed for CWHSSA O/T violations. (See Labor Relations Letter LR-92-02 for additional guidance concerning employer-based enforcement reports.)

6. **Semi-Annual Enforcement Reports.** HUD is required to furnish to DOL semi-annual reports (SARs) concerning the volume of DBRA-covered activities and the compliance and enforcement of DBRA labor standards provisions in HUD programs. The reports are due to DOL by April 30 and October 31 of each calendar year and cover the periods of October 1 through March 31 and April 1 through September 30, respectively. (See DOL regulations at 29 CFR § 5.7(b) and All Agency Memorandum 189.)



Typical payroll errors and required corrections (continued)

To prepare the SAR, HQLS (Headquarters Office Davis-Bacon and Labor Standards) collects data from the LSIS (Labor Standards Information System) and from each RLSO (Regional Labor Standards Officer), and then submits the report to DOL, which accepts electronic submittals of the semi-annual reports in lieu of paper copies at SemiAnnualReport@DOL.gov. HUD collects the reports from its client agencies and compiles a comprehensive report to DOL covering all HUD-assisted Davis-Bacon construction activity. The report may be completed onscreen, saved, and attached to an email message for submission purposes.

RESOURCE

A copy of the Semi Annual Report form (HUD 4710) and instructions (HUD4710i) for LCAs and are available at HUDClips (www.hud.gov/program_offices/administration/hudclips/forms) and at the Davis Bacon and Labor Standards Forms page (www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform).

MORE INFO

States may report directly to DOL, as the state chooses. PHAs, IHAs, and TDHEs should send data for Davis Bacon projects only; data relating to HUD determined maintenance wage rate projects or projects subject to Tribally determined wage rates (for construction or maintenance work) should not be included.



Common errors

The following paragraphs describe common payroll errors and the corrective steps that must be taken.

Inadequate payroll information

If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate (e.g., does not contain all the necessary information that would be on the optional form WH-347), the employer will be asked to resubmit the payrolls on an acceptable form.

Missing identification numbers

If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

Incomplete payrolls

If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.

Classifications

If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision, or the employer may request an ad-

ditional classification and wage rate (see Section 9 in the Contractor Addendum). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees (see Section 10 in the Contractor Addendum for instructions about wage restitution).

Wage rates

If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

Indications of falsification on payrolls

The greatest threat to construction workers entitled to a statutorily-mandated prevailing wage for their craft is from employers who know what is required, choose not to pay the required prevailing wage rates, and falsify CPRs to conceal the underpayments. Such willful violators see the workers' underpayment as their own gain and engage in deception to increase this gain. In addition, willful violators that successfully escape detection and are not required to pay prevailing wages will continue to bid on Davis-Bacon contracts until their violations are disclosed and administrative sanctions such as debarment are imposed.

Falsification indicators

HUD has prepared a list and explanation of four common falsification indicators that are detectable during payroll "spot-checks."



Information reported on payrolls that indicate falsification suggests willful, much more serious violations in terms of the amount of back wages that may be due and the number of employees affected.

Such cases most often warrant investigation, which can include on-site interviews, mailing questionnaires to employees, taking written statements or complaints, and other methods to gather and assess the facts of the case. See Appendix III-1 for an explanation of willful violations and falsification indicators.

Apprentices and trainees

If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

Overtime

If the employees did not receive at least time and one-half for any O/T hours worked on the project, the following will occur:

1. If the project is subject to CWHSSA O/T requirements, the employer will be asked to pay wage restitution for all O/T hours worked on the project.

The employer may also be liable to the United States for liquidated damages computed at \$26 per day per violation, and indexed to increase annually. Or,

2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA O/T violations.

Also, the contract administrator may refer the matter to DOL for further review.

Computations

If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

Deductions

If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization, or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of CPRs that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.



Fringe benefits

If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid (neither 4(a) nor 4(b) is marked on the Statement of Compliance), the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred.

However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.

Signature

If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principal of the firm and that person has not been authorized by principal to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principal or other authorized signatory.

On-site interview comparisons

If the comparison of on-site interviews to the payrolls indicates any discrepancies (e.g., the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction CPR.

Correction certified payroll

Any and all changes to data on a submitted payroll report must be re-

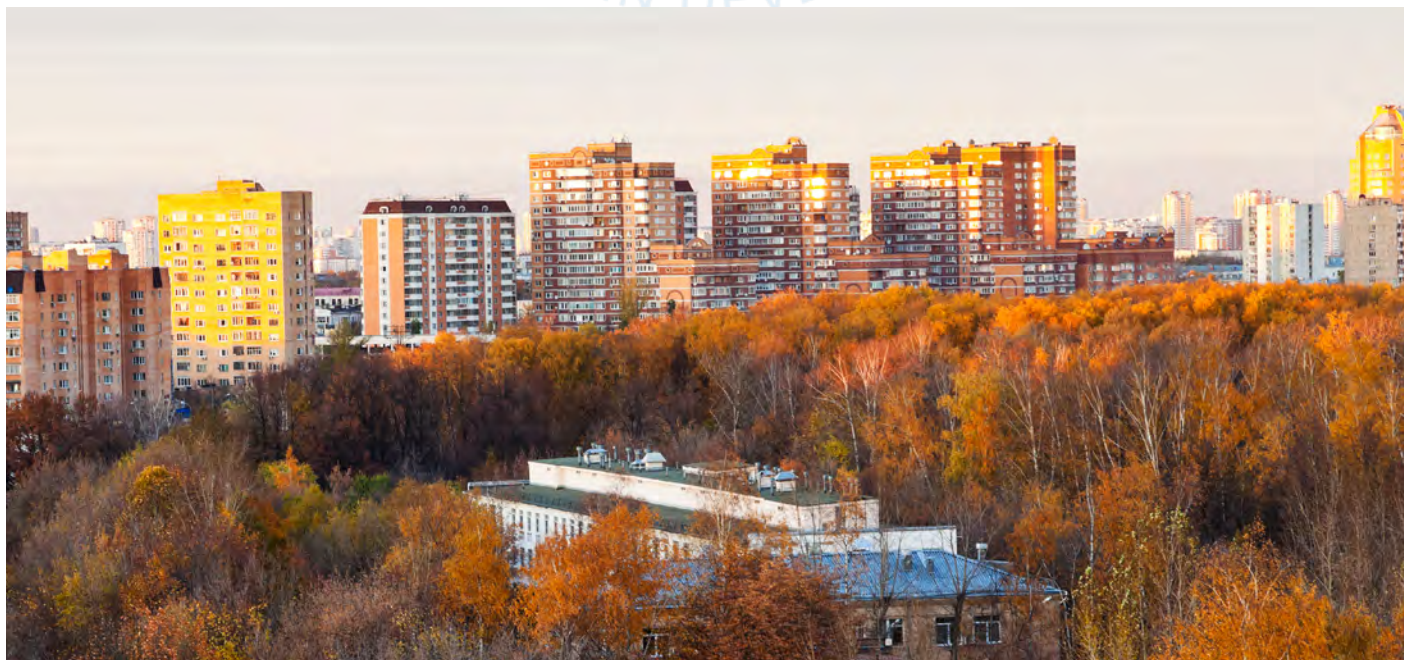
ported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

Restitution for underpayment of wages

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a CPR. If a violation of labor standards requirements results in an underpayment of wages to employees, the LCA should notify the prime contractor to either make wage restitution or direct its subcontractor to do so. Where restitution amounts are in excess of \$10 per worker, the employer must attest to wage restitution paid on a correction certified payroll.

Notification to the Employer/Prime contractor

The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.



Notification to the Employer/Prime contractor (continued)

MORE INFO

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work with the prime contractor when the issues are complex, when there are significant underpayments, and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required documentation.

Computing wage restitution

Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. Alternatively, wage restitution may be computed by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

Total hours worked times (x) adjustment rate (DB rate – rate paid)
= wage restitution due; or

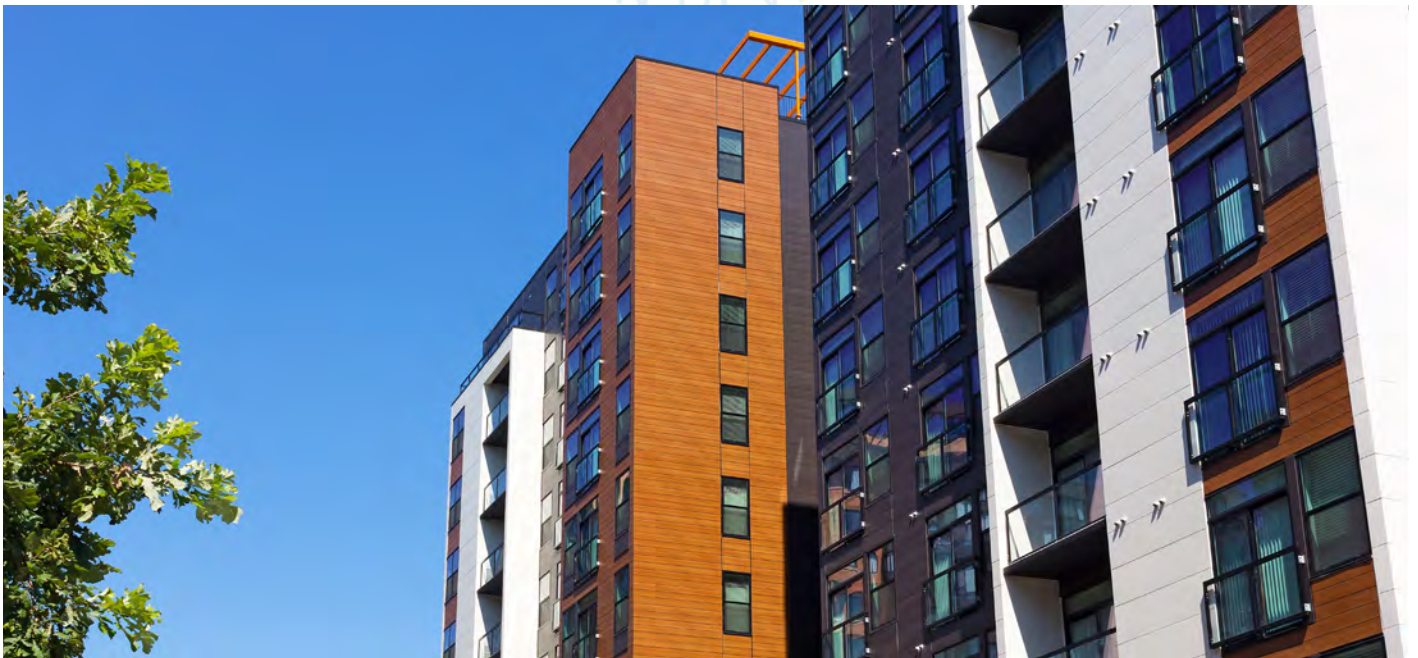
Total wages earned minus (-) total wages paid = wage restitution due.

Correction certified payrolls

The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period for which restitution is due (e.g., Payrolls #1 through #6, or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification, the total number of work hours involved (daily hours are usually not applicable for wage restitution), the adjustment wage rate (the difference between the required wage rate and the wage rate paid), the gross amount of restitution due, deductions, and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll. HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashier's, canceled, or other) or employee-signed receipts or waivers.

MORE INFO

In the course of basic enforcement and corrections, the employer need only submit a correction CPR to evidence wage restitution paid. Other documentation such as copies of checks, copies of cancelled checks, receipts signed by the employees, employee signatures on the correction CPR, etc., is not required.



Review of correction CPR

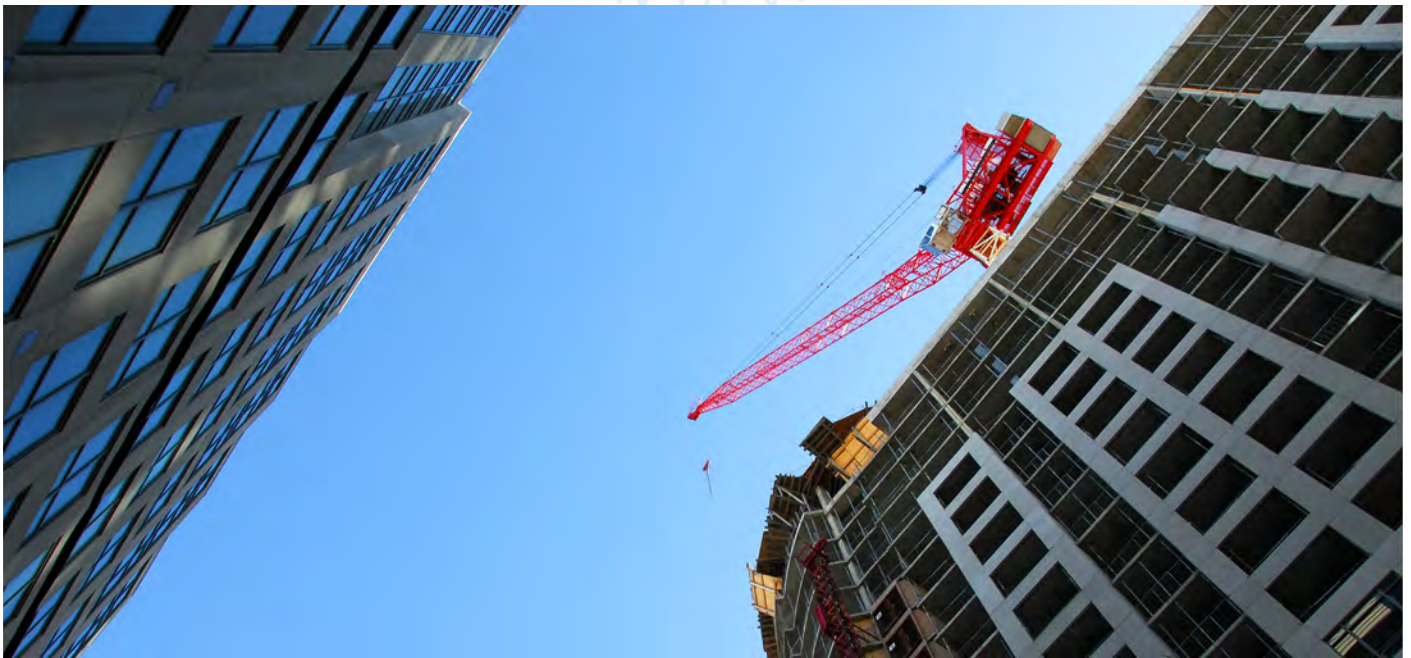
The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.

Withholding payments due to the contractor

If wage violations are not corrected within 30 days after notification to the prime contractor, the LCA may cause the withholding of payments due to the contractor in the amount needed to ensure the full payment of restitution and, if applicable, liquidated damages computed for CWHSSA O/T violations. Only the amounts necessary to meet the potential back wage and CWHSSA liquidated damages liabilities should be withheld.

Unfound workers

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and cannot be located. After wage restitution has been paid to all the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers), providing their name, Social Security number, last known address, and the gross amount due. In such cases, at the end of the project the prime contractor will be required to place in a deposit or labor standards escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for three years after the completion of the project. After three years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD. Contact the HUD LSS for your area if you encounter this situation.





ADDITIONAL WORK CLASSIFICATION AND WAGE RATES

See Section 9 in the Contractor Addendum.

SANCTIONS AND RESTITUTION

See Section 9 in the Contractor Addendum.

APPENDIX

- Appendix I-1 Reorganization Plan No. 14 of 1950
- Appendix I-2 Delegations of Authority
- Appendix I-3 Labor Standards Core Work Activities
- Appendix II-1 HUD Davis-Bacon Related Acts
- Appendix II-2 Davis-Bacon Act Copeland Anti-Kickback Act
- Appendix II-3 Contract Work Hours and Safety Standards Act
- Appendix II-4 Federal Labor Standards Coverage in Major HUD Programs
- Appendix II-5 Factors of Labor Standards Applicability
- Appendix III-1 HUD's Willful Violations and Falsification Applicability
- Appendix III-2 Sample Deposit Schedule
- Appendix III-3 Sample Tax Withholding Notice
- Appendix III-4 Unfound Worker Schedule
- Appendix III-5 Refund of Deposit Memorandum Template
- Appendix IV-1 Acronyms and Symbols



DAVIS-BACON AND LABOR STANDARDS CONTRACTOR GUIDE ADDENDUM

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INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide that is simple and non-bureaucratic yet comprehensive, and will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Davis Bacon and Labor Standards worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor that has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts that they either fund or assist in funding.

This Guide contains six main chapters. The first chapter includes the laws and regulations associated with Federal labor standards administration and enforcement. The second chapter lists the responsibilities of contractors and of state, tribal, and local contracting agencies that administer HUD programs. The third chapter lists wage basics, including wage decisions, wage classifications, and wage rates, to provide background for the rest of the Guide. The fourth chapter discusses reviewing and reporting payrolls. The fifth chapter delves into additional work classifications and wage rates. The sixth and final chapter discusses sanctions and restitution. For further background, the DBLS Agency Guide may be used as a reference.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Standards Field staff for your area.

RESOURCE

Visit the Office of Davis Bacon and Labor Standards online:

www.hud.gov/program_offices/davis_bacon_and_labor_standards

BASIC DBA DEFINITIONS

See Section 3 in the Agency Guide.



LAWS AND REGULATIONS

The Davis-Bacon Act (DBA)

The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if DB applies to a HUD project is it because of a labor provision contained in one of HUD's "Related Acts" (see 5.9 in the Agency Guide). The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (OT) hours (over 40 in any workweek) worked on a covered project. The CWHSSA applies to both direct federal contracts and to federally-assisted contracts where those contracts require or involve the employment of laborers and mechanics and where federal wage standards (e.g., Davis-Bacon or HUD-determined prevailing wage rates) are applicable. CWHSSA provisions apply to all laborers and mechanics, including watchmen and guards, employed by any contractor or subcontractor. CWHSSA also applies to maintenance laborers and mechanics employed by contractors or subcontractors engaged in the operation of Public Housing Agencies (PHA), Tribally Designated Housing Entities (TDHE), and Indian Housing Agencies (IHA) developments.

Exemptions:

CWHSSA O/T provisions do not apply where the federal assistance is only in the nature of a loan guarantee or insurance.

CWHSSA O/T provisions do not apply to prime contracts of \$100,000 or less.

The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback, (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer to submit weekly certified payroll reports, and regulates permissible payroll deductions.

The Fair Labor Standards Act (FLSA)

The FLSA governs matters such as federal minimum wage rates and O/T. These standards are generally applicable to any labor performed and may be pre-empted by other (often more stringent) federal standards such as the DBRA prevailing wage requirements and CWHSSA O/T provisions. The authority to administer and enforce FLSA provisions resides solely with DOL.

Davis-Bacon Regulations

DOL has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6, and 7. Part 1 explains how DOL establishes and publishes DBA wage determinations (also referred to as wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly CPRs. Part 5 covers the labor standards provisions that are in contracts relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Finally, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available online: www.ecfr.gov/current/title-29

Construction Contract Provisions and Labor Standards Administration

Labor standards administration involves the activities that take place primarily before construction begins. Administration sets the stage for the compliance activities that occur during the construction phase. The first and sometimes most difficult step is determining whether and to what extent Davis-Bacon wage standards apply to a particular contract or project. The Factors of Labor Standards Applicability (see Appendix II-6) should be helpful. Most HUD-assisted construction work is covered by Davis-Bacon, but there are some exceptions. The best and safest approach is to first assume that Davis-Bacon requirements will be applicable whenever the contract/project involves construction work valued in excess of \$2,000, then look more closely to see if there is any reason for non-coverage. Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally wound into the contract specifications.

The labor standards clauses

The contract for construction is the vehicle to ensure contractor compliance and Davis-Bacon wage enforcement. Therefore, the bid specifications and/or the contract for each project subject to Davis-Bacon wage rates must contain both a Davis-Bacon wage decision and labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the Davis-Bacon wage and reporting

requirements and with the O/T provisions of the CWHSSA (applicable only when the prime contract is valued at over \$100,000). The labor standards clauses also provide for remedies in the event of violations, including the withholding of payments due to the contractor to ensure the payment of wages or liquidated damages that may be found due, and sanctions should violations occur. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-92554M, Supplementary Conditions Of The Contract for Construction, which is issued primarily for FHA (Federal Housing Administration) multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG (Community Development and Block Grant) and HOME (HOME Investment Partnerships Program) projects; and the HUD-5370, General Conditions for Construction Contracts (construction contracts >\$150,000) or the HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts (construction contracts >\$2,000 but ≤\$150,000) which are used for Public and Indian Housing projects. These should be wound into the contract specifications or incorporated by specific reference in the bid/contract documents (see Labor Relations Letter 96-03).



Davis-Bacon Wage Decisions

The term “wage decision” includes the original decision and any subsequent decisions that modify, supersede, correct, or otherwise change the provisions of the original decision. The term “wage decision” is used within this Guide to mean the Davis-Bacon wage decision. The terms “wage decision” and “wage determination” are used interchangeably. A wage decision is a schedule of construction work classifications, wage rates, and fringe benefits that represent the minimum rates that must be paid to workers employed in those classifications. Wage decisions are established for defined geographic areas, usually by county or group of counties, and four general characters of construction work.

RESOURCE

The Department of Housing and Urban Development (HUD) one stop forms resource page.

www.hud.gov/program_offices/administration/hudclips/forms

RESOURCE

All current Davis Bacon wage decisions can be accessed online at no cost at www.sam.gov





CONTRACTOR RESPONSIBILITIES

The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and their subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator Responsibilities, below.)

CONTRACT ADMINISTRATOR RESPONSIBILITIES

The contract administrator is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. This term is used to represent the person (or persons) who will provide labor standards advice and support to contractors and other project principals (e.g., owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 6.1, The Wage Decision) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see Section 12, Payroll Compliance Reviews and Corrections, in the Agency Guide) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Standards field staff. But many HUD-assisted projects are administered by local contracting agencies such as PHAs, TDHEs, and States, cities and counties under HUD's CDBG and HOME programs.

In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for contractors remains essentially the same.

DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

RESOURCE

Program technical guidance

For interpretations of program requirements or handbooks and instructions on the use of forms:

Housing Programs - See our [Contact List](#) for help.



WAGE BASICS

The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for skilled workers, operators, truck drivers, and laborers—for example: carpenters, electricians, plumbers, roofers, rollers, screeds, bulldozers, water wagons, dump trucks, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 5.12 in the Agency Guide.

The work classifications and wage rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications.

You'll want to make sure that the work classifications you need are contained in the wage decision, and make certain that you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (e.g., residential and commercial work) and can be lengthy and difficult to read. The contract administrator (HUD Labor Standards field staff or local agency staff) is available to assist with any trouble reading the wage decision or finding the applicable work classification(s).

To make reading lengthy wage decisions easier, a contract administrator may prepare a Project Wage Sheet (HUD-4720). This sheet is a one-page transcript that will show only the classifications and wage rates for a project. A blank copy of a Project Wage Rate Sheet is provided in the Appendix.

RESOURCE

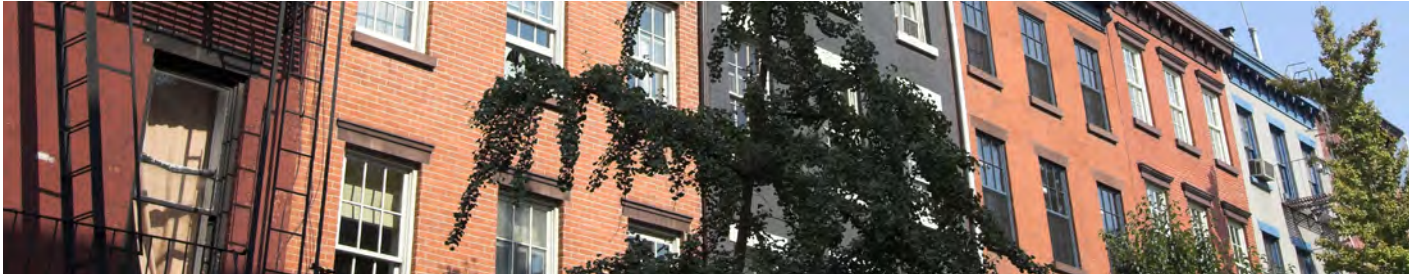
A fillable version of this form is available online at HUDClips www.hud.gov/program_offices/administration/hudclips/forms. Contact the contract administrator monitoring the project for assistance with a Project Wage Rate.

Posting the wage decision, Davis-Bacon poster, and Additional Classifications wages

The prime contractor is responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet), a copy of the DOL Davis-Bacon poster titled Employee Rights Under the Davis-Bacon Act (Form WH-1321), and Additional Classifications wages at the job site in a place that is easily accessible to all the construction workers employed on the project and where the wage decision and poster will not be destroyed by wind, rain, etc. The purpose of this posting is to provide information to the construction laborers and mechanics working on the project about their entitlement to the prevailing wage for their trade, and to advise them whom to contact (the contract administrator) if they have any questions or want to file a complaint.

RESOURCE

The Employee Rights Under the Davis Bacon Act poster replaces the Notice To All Employees. The new poster is available in English and Spanish online at: www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrmk13.



REVIEWING PAYROLLS

Certified Payroll Reports (CPRs)

To demonstrate compliance with labor standards requirements, each employer shall prepare, certify, and submit payroll reports for each week to the sponsor, applicant, or owner for any contract work that is performed. See 29 CFR § 5.5(a)(3)(ii) for information on CPRs.

CPR format

Employers on an FHA project are required to use the HUD-authorized Electronic Payroll System (EPS) to submit CPR reports. If an approved electronic payroll reporting system is not being used by the LCA, the employer must ensure that all information from DOL Payroll Form WH-347 is included and that the LSS can reasonably interpret it. Form WH-347 is available online at www.dol.gov/whd/forms/wh347.pdf.

Submission requirements

Each employer shall submit payroll reports beginning with the first week such employer performs work on the site of the work. Employers shall submit reports promptly following the close of each such pay week.

“No Work” payrolls

Employers are not required to submit reports for weeks during which no work was performed at the site of work, provided that the payroll reports are numbered sequentially or that the employer has provided written notice that its work on the project has been suspended.

Weekly payroll certification

Each weekly payroll submitted shall be accompanied by a “Statement of Compliance” that bears the original signature of the owner, executive/corporate officer, or a designee authorized by the owner or officer. The signature must be in ink; pencil is not acceptable. Signature stamps, photocopies, and facsimiles are not acceptable. The employer may utilize the reverse side of the DOL Payroll Form WH-347 as its Statement of Compliance or another document that contains the same language prescribed on the reverse of the WH-347.

False Submissions

The falsification of any of the above certifications may subject the employer to civil or criminal prosecution under § 1001 of Title 18 and § 231 of Title 31 of the United States Code (USC).

Payroll Review and Submission

The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for O/T violations. All the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments, and protect itself from financial loss should underpayments occur.

Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records—such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments—for a Davis-Bacon project for at least three years after the project is completed. The prime contractor must keep a complete set of all the payrolls for every contractor (including subcontractors) for at least three years after completion of the project.

Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or DOL.





REPORTING PAYROLLS

Completing a Payroll Report

Each employer shall maintain payroll records with respect to their own workforce employed at the site of the work. The prime contractor shall maintain such records relative to all laborers and mechanics working at the site of the work during the course of the construction work for at least three years following the completion of the work. Such records shall contain:

Project and contractor/subcontractor information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Week dates must be indicated in the spaces provided. Numbering payrolls is optional but strongly recommended.

Employee information

The name and an individually identifying 4-digit number for each laborer and mechanic. Employers must always maintain each employee's address and full Social Security number (SSN) during the construction of the project and for no less than three years following completion. This information must be made available to the prime contractor, HUD, and/or the LCA upon request.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN 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. Prime contractors may require a subcontractor to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

Work classification

Each employee must be classified in accordance with the wage decision based on the type of work they perform.

Apprentices or trainees

The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

Split classifications

For an employee that worked in a split classification, make a separate entry for each classification of work performed, distributing the hours of work to each classification accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

Hours worked

The payroll should show only the regular and O/T hours worked on one particular project. The employer must show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, employers should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

Rate of pay

Employers must show the basic hourly rate of pay for each employee for one particular project. If the wage decision includes a fringe benefit and the employer does not participate in approved fringe benefit programs, the employer must add the fringe benefit rate to the basic hourly rate of pay, and must list the O/T rate if O/T hours were worked.

Piece-work

For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any O/T hours.

The effective hourly rate must be reflected on the certified payroll. This hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week to week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the O/T rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the O/T rate would be: $(\$10 \times 1.5) + \$5 = \$20/\text{hour}$.

Gross wages earned

Show the gross amount of wages earned for work performed on a particular project. Note: Employees with work hours and earnings on other projects may show gross wages for a particular project over gross earnings from all projects (e.g., \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (e.g., Savings Account or Loan Repayment). Any voluntary deduction (i.e., not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears. The note needs to show the type, amount, and frequency of the deduction. A new deduction authorization is required when any of the aforementioned items change.

MORE INFO

Only one employee authorization is needed for recurring (e.g., weekly) "other" deductions. Written employee authorization is not required for income tax and Social Security deductions.



Net pay

Show the net amount of wages paid.

Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Employers must be sure to complete the identifying information at the top, particularly if attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, the employer must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that the employer is paying required fringe benefits to approved plans or programs; and 4(b) indicates that the employer is paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If the employer is paying a portion of the required fringe benefit to programs and the balance directly to the employee, the employer must explain those differences in box 4(c).

Signature

For paper payrolls submitted, the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer, or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. For paper payrolls, signatures in pencil, signature stamps, Xerox copies, PDFs, and other facsimiles are not acceptable.

MORE INFO

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.





ADDITIONAL WORK CLASSIFICATION AND WAGE RATES

After contract award, if it is determined that additional work classifications are required because the wage decision lacks all the necessary classifications and wage rates, the prime contractor and, if applicable, its subcontractors employing workers in such classifications shall request an additional work classification and propose a wage rate and fringe benefits for such classification on form SF-1444, Request for Authorization of Additional Classification and Rate. The contractor or subcontractor shall make its request for a final decision through the LSS or LCA, as appropriate, to DOL at whd-cbaconformance_incoming@dol.gov. The LSS/LCA shall assist the employer in preparing the request and, if necessary, provide guidance on the policies and procedures involved.

Note: Additional work classifications and wage rates may be requested only after the effective wage decision “lock-in” date. (See DOL Regulations at 29 CFR Part 5 § 5.5(a)(1)(ii).)

Additional Work Classification and Wage Rate Parameters

Signature

Additional work classifications must be signed by DBLS for FHA-insured projects managed by HUD and signed by the LCA contracting officer for projects managed by LCAs, then forwarded to DOL with the applicable wage decision where:

The requested work classification is used in the area of the project by the construction industry;

The work that will be performed by the requested work classification is not performed by a work classification that is already contained within the applicable wage decision;

The proposed wage rate for the requested work classification bears a reasonable relationship to the wage rates on the wage decision; and

The workers that will be employed in the requested work classification (if it is known who the workers are or will be) or the workers’ representatives agree with the proposed wage rate.

General guide

The wage rate and fringe benefits proposed for any classification must be in accordance with the guidance available in All Agency Memorandum 213. The proposed wage rate and fringe benefits should bear a reasonable relationship to the entirety of the rates within the relevant category. There are four basic categories: skilled crafts, laborers, truck drivers, and power equipment operators. Additional classifications proposed for power equipment operators must specify the type(s) of power equipment involved.

Making the Request

Although a request for additional work classification and wage rate may be prompted following an LSS/LCA review, the proposal must originate with the prime contractor/employer that will utilize the work classification. The prime contractor/employer must submit the request in writing. A basic request must identify the contract/project involved, the work classification requested, and the wage rate, including any bona fide fringe benefits proposed. In some cases, it may be necessary for the prime contractor/employer to describe the work that the requested work classification would perform. The prime contractor/employer should use form SF-1444, Request for Authorization of Additional Classification and Rate, to submit the request.

LSS/LCA Review of Request

The LSS/LCA will review the prime contractor/employer's request to determine if it satisfies the approval criteria at 5.12.1.9.2. The LSS/LCA will contact the prime contractor/employer if clarification or additional information is needed to complete the review.

Signing the request, reporting to DOL

If the LSS/LCA review finds that the requested work classifications and wage rate/fringe benefits meet the criteria at 5.12.1.9.2, the LSS/LCA submits the completed SF-1444, related documentation, and the applicable wage decision to the DOL National Office for final decision using DOL's dedicated email address:

whd-cbaconformance_incoming@dol.gov.

Disagreement with the request; referring for DOL decision

If the LSS/LCA review finds that the requested work classification and wage rate/fringe benefits fails to meet the approval criteria or if the parties do not agree on the proper classification or wage rate/fringe benefits for the work described, the LSS/LCA shall prepare an SF-1444 and a written report explaining the results of the review and any issues in dispute among the parties, and shall forward these along with a copy of the applicable wage decision to the DOL National Office for its decision using the same dedicated DOL email address.

DOL decision

DOL regulations permit 30 days for DOL to respond to the SF-1444. DOL will notify the LSS/LCA in writing of its decision.

DOL approval

When DOL approves the requested additional work classification and wage rate/fringe benefits, the LSS/LCA shall provide a copy of the DOL notice of approval to the prime contractor/employer with instructions that the additional work classification and wage rate/fringe benefits must be posted on the job site with the wage decision.



DOL disapproval

When DOL disapproves the requested work classification and wage rate/fringe benefits, DOL will notify the LSS/LCA in writing of the reasons why the request cannot be approved. DOL may also indicate what work classifications/wage rate/fringe benefits could be approved for the work involved if a modified request is submitted.

Notification to the prime contractor/employer

The LSS/LCA will notify the prime contractor/employer in writing of the results of the LSS/LCA review and/or DOL decision and provide a copy of the DOL notice.

Requests for DOL reconsideration

The LSS/LCA, the prime contractor/employer, or other interested parties may request reconsideration of the DOL decision on a requested additional work classification and wage rate/fringe benefits. Such requests must be made in writing accompanied by a full statement of the interested party's views and any supporting wage data or other pertinent information.





SANCTIONS AND RESTITUTION

Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, “things going wrong” usually means there’s a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before DOL, or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of the things you might expect, and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

Administrative Review on Labor Standards Disputes

The labor standards clauses in the contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

Additional classifications and wage rates

Additional classification and wage rate requests are sometimes denied by DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

Reconsideration

DOL normally identifies the reasons for denial in its response to the request. Any interested person (e.g., the contract administrator, employer, or representatives of the employees) may request reconsideration of

the decision on the additional classification request.

The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to DOL. (See DOL Regulations 29 CFR § 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through HQLS (Headquarters Office Davis-Bacon and Labor Standards).

Administrative Review Board

Any interested party may request a review of the Administrator’s decision on reconsideration by DOL’s Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR § 1.9.)

Findings of underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due, and to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with employers to reach such agreements.

Rulings and interpretations unrelated to findings of underpayment

DOL is the authority for rulings and interpretations unrelated to findings of underpayments. This includes disputes concerning the prevailing wage rates as determined by DOL, DBRA applicability, character of work decisions, and interpretation and application of DOL regulations at 29 CFR Parts 1, 3, and 5. These and other such matters must be referred to the DOL Wage and Hour Administrator for their ruling and/or interpretation per 29 CFR § 5.13. Any request for a ruling or an interpretation from the DOL Administrator via DBLS must be submitted through HQLS with a copy to the local LSS.

Disputes concerning findings of underpayment

Underpayments usually occur when a contractor or subcontractor does not properly pay wages according to the approved wage determination and it has been identified as part of a Davis-Bacon and DBLS enforcement action. There may be other situations that also create underpayments, and they can originate from the employer, prime contractor, or any other interested party. Any underpayment decision by DBLS will include a formal decision letter with a Notice of Right to Appeal.

DOL review

DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL ALJ. (See DOL Regulations 29 CFR § 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

Administrative Review Board

Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

Withholding

The contract administrator shall cause the withholding of payments due to the prime contractor to ensure the payment of wages that are believed to be due and unpaid (e.g., if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor). DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is serious and is not taken unless warranted. If withholding is deemed necessary, the contractor will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.



Deposits and Escrows

In some situations, certain labor standards issues are not or cannot be resolved in time to meet project closeout schedules. In order to permit a final closing/closeout to proceed while certain labor issues are outstanding, a deposit account (HUD-administered projects, e.g. multifamily housing-insured and grant programs) or an escrow account (LCA-administered projects, e.g., CDBG, HOME, HOPE VI (Housing Opportunities for People Everywhere)) may be established as a guarantee to ensure the payment of any wages that have been or may be found due to workers that were employed in the construction of the project. Deposit and escrow accounts may also hold fringe benefits payments that are due to plans or programs and/or liquidated damages that are assessed for violations of CWHSSA O/T provisions. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

MORE INFO

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 3.2, Responsibilities of the Principal Contractor, and 12.4, Restitution for Underpayment of Wages, in the Agency Guide.

Where the parties have agreed to amounts of wage restitution that are due, but the employer hasn't furnished evidence yet that all the underpaid workers have received their back wages (e.g., unfound workers)

The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in Section 11.4.1 of this Guide;

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and cannot be located. After wage restitution has been paid to all the workers who could be located, the employer must submit a list of any workers who could not be found and paid (unfound workers). See 12.4.6 in the Agency Guide for more information.

Where underpayments are suspected or alleged and an investigation has not yet been completed

The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper



documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor;

If the employer is unable to make the payments to the workers (e.g., lacks the funds necessary), the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described in Section 13.4.6 in the Agency Guide.

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained.

MORE INFO

Remember, if you have any questions or need assistance concerning labor standards requirements, help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Standards staff in your area.

Where the parties are waiting for the outcome of an administrative hearing that has been or will be requested contesting a final determination of wages due

The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

DOL debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the DBRA will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to three years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership, or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or initiated by DOL. Debarment proceedings are described in DOL regulations 29 CFR § 5.12.

HUD sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments, and suspensions.



Limited Denial of Participation

HUD may issue to the employer an LDP, which prohibits the employer from further participation in HUD programs for a period of up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDPs are found at 24 CFR §§ 24.700-24.714.

Debarment and suspensions

In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications), or initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

Falsification of Certified Payroll Reports

Cases that involve certified payroll falsification may be referred to DOL for its investigation at the outset or referred to DOL for administrative review/hearings or other sanctions.

All referrals suggesting consideration for criminal prosecution must be submitted through the established hierarchy:



States may submit any such recommendation to DOL directly.

MORE INFO

Remember, if you have any questions or need assistance concerning labor standards requirements, help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Standards staff in your area.



State: Alaska

Construction Types: Building and Heavy

Counties: Alaska Counties of
Aleutians East, Aleutians West,
Anchorage, Denali,
Skagway-Yakutat-Angoon, Bethel, Bristol
Bay, Dillingham, Fairbanks North Star,
Haines, Juneau, Kenai Peninsula,
Ketchikan Gateway, Kodiak Island,
Peninsula & Lake, Matanuska-Susitna,
Nome, North Slope, Northwest Artic,
Prince Of Wales-Outer Ketchika, Sitka,
Southeast Fairbanks,
Wrangell-Petersburg, Yukon-Koyukuk,
Valdez-Cordova and Wade Hampton

Building Construction Projects

Heavy Construction Projects

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ASBE0007-006 02/27/2023

Rates

Fringes

HAZARDOUS MATERIAL HANDLER (INCLUDES PREPARATION,
WETTING, STRIPPING, REMOVAL SCRAPPING, VACUMING,
BAGGING, AND DISPOSING OF ALL INSULATION MATERIALS,
WHETHER THEY CONTAIN ASBESTOS OR NOT, FROM
MECHANICAL SYSTEMS).....\$ 37.38

19.55

ASBESTOS WORKERS/INSULATOR (INCLUDES APPLICATION OF
ALL INSULATING MATERIALS PROTECTIVE COVERINGS,
COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL
SYSTEMS).....\$ 41.35

16.46

BOIL0502-002 01/01/2025

Rates

Fringes

BOILERMAKER.....\$ 58.33

28.79

BRAK0001-002 07/01/2024

Rates

Fringes

TILE & TERRAZZO FINISHER.....\$ 40.91

12.48

BRICKLAYER, BLOCKLAYER, STONEMASON, MARBLE MASON,
TILE SETTER, TERRAZZO WORKER.....\$ 52.77

12.36

CARP1281-001 04/01/2025

Rates

Fringes

CARPENTER (INCLUDING LATHER AND DRYWALL HANGING)....\$ 50.79

26.42

CARP1281-002 06/01/2025		
	Rates	Fringes
MILLWRIGHT.....	\$ 56.44	25.87

CARP2520-003 04/01/2025		
	Rates	Fringes
PILEDRIIVER (WELDER).....	\$ 54.28	26.42
PILEDRIIVER (SHEET STABBER).....	\$ 48.72	26.42
PILEDRIIVER (PILEDRIIVER; SKIFF OPERATOR AND RIGGER)	\$ 48.72	26.42
DIVER (WORKING) DEPTH PAY PREMIUM FOR DIVERS BELOW WATER SURFACE: 50-100 FEET \$1.00 PER FOOT 101 FEET AND DEEPER \$2.00 PER FOOT ENCLOSURE PAY PREMIUM WITH NO VERTICAL ASCENT: 5-50 FEET \$1.00 PER FOOT/DAY 51-100 FEET \$2.00 PER FOOT/DAY 101 FEET AND ABOVE \$3.00 PER FOOT/DAY SATURATION DIVING: THE STANDBY RATE APPLIES UNTIL SATURATION STARTS. THE SATURATION DIVING RATE APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS. WORK IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE FOR THAT SHIFT.....	\$ 92.83	26.42
DIVER (TENDER) DEPTH PAY PREMIUM FOR DIVERS BELOW WATER SURFACE: 50-100 FEET \$1.00 PER FOOT 101 FEET AND DEEPER \$2.00 PER FOOT ENCLOSURE PAY PREMIUM WITH NO VERTICAL ASCENT: 5-50 FEET \$1.00 PER FOOT/DAY 51-100 FEET \$2.00 PER FOOT/DAY 101 FEET AND ABOVE \$3.00 PER FOOT/DAY SATURATION DIVING: THE STANDBY RATE APPLIES UNTIL SATURATION STARTS. THE SATURATION DIVING RATE APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS. WORK IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE FOR THAT SHIFT.....	\$ 53.03	25.34
DIVER (STAND BY) DEPTH PAY PREMIUM FOR DIVERS BELOW WATER SURFACE: 50-100 FEET \$1.00 PER FOOT 101 FEET AND DEEPER \$2.00 PER FOOT ENCLOSURE PAY PREMIUM WITH NO VERTICAL ASCENT: 5-50 FEET \$1.00 PER FOOT/DAY 51-100 FEET \$2.00 PER FOOT/DAY 101 FEET AND ABOVE \$3.00 PER FOOT/DAY SATURATION DIVING: THE STANDBY RATE APPLIES UNTIL SATURATION STARTS. THE SATURATION DIVING RATE APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS. WORK IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE		

FOR THAT SHIFT.....	\$ 61.42	25.34
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ELEC1547-004 09/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 55.44	30.33
CABLE SPLICER.....	\$ 55.44	30.33

ELEC1547-005 04/01/2025

	Rates	Fringes
TREE TRIMMER, LINE CONSTRUCTION.....	\$ 42.23	30.10
POWDERMAN, LINE CONSTRUCTION.....	\$ 70.59	35.59
LINEMEN: LINE CONSTRUCTION (INCLUDING EQUIPMENT OPERATORS, TECHNICIAN).....	\$ 72.59	35.65
CABLE SPLICER (LINE CONSTRUCTION).....	\$ 74.34	35.70

ELEV0019-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC FOOTNOTE: A. EMPLOYER CONTRIBUTES 8% OF THE BASIC HOURLY RATE FOR OVER 5 YEAR'S SERVICE AND 6% OF THE BASIC HOURLY RATE FOR 6 MONTHS TO 5 YEARS' OF SERVICE AS VACATION PAID CREDIT. B. EIGHT PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERAN'S DAY; THANKSGIVING DAY; FRIDAY AFTER THANKSGIVING, AND CHRISTMAS DAY.....	\$ 71.44	38.44

ENGI0302-002 01/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: GROUP 1 (TUNNEL WORK) ASPHALT ROLLER: BREAKDOWN, INTERMEDIATE, AND FINISH; BACK FILLER; BARRIER MACHINE (ZIPPER); BELTCRETE WITH POWER PACK AND SIMILAR CONVEYORS; BENDING MACHINE; BOAT COXWAINS; BULLDOZERS; CABLEWAYS, HIGHLINES AND CABLECARS; CLEANING MACHINE; COATING MACHINE; CONCRETE HYDRO BLASTER; CRANES-45 TONS AND UNDER OR 150 FOOT BOOM AND UNDER (INCLUDING JIB AND ATTACHMENTS): (A) HYDRALIFTS OR TRANSPORTERS, ALL TRACK OR TRUCK TYPE,(B) DERRICKS; CRUSHERS; DECK WINCHES-DOUBLE DRUM; DITCHING OR TRENCHING MACHINE (16 INCH OR OVER); DRILLING MACHINES, CORE, CABLE, ROTARY AND EXPLORATION; FINISHING MACHINE OPERATOR, CONCRETE PAVING, LASER SCREED, SIDEWALK, CURB AND GUTTER MACHINE; HELICOPTERS; HOVER CRAFT, FLEX CRAFT, LOADMASTER, AIR CUSHION, ALL TERRAIN VEHICLE, ROLLAGON, BARGEABLE, NODWELL, AND SNOW CAT; HYDRO AX: FELLER BUNCHER AND SIMILAR; LOADERS (2 1/2 YARDS THROUGH 5 YARDS, INCLUDING ALL ATTACHMENTS): FORKLIFTS WITH TELESCOPIC BOOM AND SWING ATTACHMENT, OVERHEAD AND FRONT END, 2 1/2 YARDS THROUGH 5 YARDS, LOADERS WITH FORKS OR PIPE CLAMPS; LOADERS, ELEVATING BELT TYPE, EUCLID AND SIMILAR TYPES; MECHANICS, BODYMAN; MICRO TUNNELING MACHINE; MIXERS: MOBILE TYPE W/HOIST COMBINATION; MOTOR PATROL GRADER; MUCKING MACHINES: MOLE, TUNNEL DRILL, HORIZONTAL/DIRECTIONAL DRILL OPERATOR, AND/OR SHIELD; OPERATOR ON DREDGES; PILEDRIVER ENGINEERS, L. B. FOSTER, PULLER OR SIMILAR PAVING BREAKER; POWER PLANT, TURBINE OPERATOR, 200 K.W. AND OVER (POWER PLANTS OR COMBINATION OF POWER UNITS OVER		

300 K.W.); SCRAPERS-THROUGH 40 YARDS; SERVICE OILER/SERVICE ENGINEER; SIDEBOMS-UNDER 45 TONS; SHOT BLAST MACHINE; SHOVELS, BACKHOES, EXCAVATORS WITH ALL ATTACHMENTS, AND GRADEALLS (3 YARDS AND UNDER), SPREADERS, BLAW KNOX, CEDARAPIDS, BARBER GREENE, SLURRY MACHINE; SUB-GRADER (GURRIES, RECLAIMER, AND SIMILAR TYPES); TACK TRACTOR; TRUCK MOUNTED CONCRETE PUMPS, CONVEYOR, CRETER; WATER KOTE MACHINE; UNLICENSED OFF ROAD HAULER FOOTNOTE: GROUPS 1-4 RECEIVE 10% PREMIUM WHILE PERFORMING TUNNEL OR UNDERGROUND WORK. RIG OILER/CRANE ASSISTANT ENGINEER SHALL BE REQUIRED ON CRANES OVER 85 TONS OR OVER 100 FEET OF BOOM.....\$ 58.55 29.50

POWER EQUIPMENT OPERATOR GROUP 4 (TUNNEL WORK) RIG OILER/CRANE ASSISTANT ENGINEER;PARTS AND EQUIPMENT COORDINATOR; SWAMPER (ON TRENCHING MACHINES OR SHOVEL TYPE EQUIPMENT); SPOTTER; STEAM CLEANER; DRILL HELPER. FOOTNOTE: GROUPS 1-4 RECEIVE 10% PREMIUM WHILE PERFORMING TUNNEL OR UNDERGROUND WORK. RIG OILER/CRANE ASSISTANT ENGINEER SHALL BE REQUIRED ON CRANES OVER 85 TONS OR OVER 100 FEET OF BOOM. FOOTNOTE: GROUPS 1-4 RECEIVE 10% PREMIUM WHILE PERFORMING TUNNEL OR UNDERGROUND WORK. RIG OILER/CRANE ASSISTANT ENGINEER SHALL BE REQUIRED ON CRANES OVER 85 TONS OR OVER 100 FEET OF BOOM.....\$ 48.47 29.50

POWER EQUIPMENT OPERATOR GROUP 3 (TUNNEL WORK) ""A"" FRAME TRUCKS, DECK WINCHES: SINGLE POWER DRUM; BOMBARDIER (TACK OR TOW RIG); BORING MACHINE; BROOMS-POWER; BUMP CUTTER; COMPRESSOR; FARM TRACTOR; FORKLIFT, INDUSTRIAL TYPE; GIN TRUCK OR WINCH TRUCK WITH POLES WHEN USED FOR HOISTING; GRADE CHECKER AND STAKE HOPPER; HOIST, AIR TUGGERS, ELEVATORS; LOADERS: (A) ELEVATING-ATHEY, BARBER GREEN AND SIMILAR TYPES (B) FORKLIFTS OR LUMBER CARRIER (ON CONSTRUCTION JOB SITE) (C) FORKLIFTS WITH TOWER (D) OVERHEAD AND FRONT-END, UNDER 2 1/2 YDS. LOCOMOTIVES:DINKEY (AIR, STEAM, GAS AND ELECTRIC) SPEEDERS; MECHANICS (LIGHT DUTY); OIL, BLOWER DISTRIBUTION; POST HOLE DIGGERS, MECHANICAL; POT FIREMAN (POWER AGITATED); POWER PLANT, TURBINE OPERATOR, UNDER 200 K.W.; PUMPS-WATER; ROLLER-OTHER THAN PLANTMIX; SAWS, CONCRETE; SKID STEER WITH ALL ATTACHMENTS; STRAIGHTENING MACHINE; TOW TRACTOR FOOTNOTE: GROUPS 1-4 RECEIVE 10% PREMIUM WHILE PERFORMING TUNNEL OR UNDERGROUND WORK. RIG OILER/CRANE ASSISTANT ENGINEER SHALL BE REQUIRED ON CRANES OVER 85 TONS OR OVER 100 FEET OF BOOM.....\$ 56.60 29.50

POWER EQUIPMENT OPERATOR GROUP 2 (TUNNEL WORK) BOILER-FIREMAN; CEMENT HOG AND CONCRETE PUMP OPERATOR; CONVEYORS (EXCEPT AS LISTED IN GROUP 1); HOIST ON STEEL ERECTION; TOWERMOBILES AND AIR TUGGERS; HORIZONTAL/DIRECTIONAL DRILL LOCATOR;LICENSED GRADE TECHNICIAN; LOADERS, (I.E., ELEVATING GRADER AND MATERIAL TRANSFER VEHICLE); LOCOMOTIVES: ROD AND GEARED ENGINES; MIXERS; SCREENING, WASHING PLANT; SIDEBOOM (CRADLING ROCK DRILL REGARDLESS OF SIZE); SKIDDER; TRENCING MACHINE UNDER 16 INCHES; WASTE/ WASTE WATER TREATMENT OPERATOR. FOOTNOTE: GROUPS 1-4 RECEIVE 10% PREMIUM WHILE PERFORMING TUNNEL OR UNDERGROUND WORK. RIG OILER/CRANE ASSISTANT ENGINEER SHALL BE REQUIRED ON CRANES OVER 85 TONS OR OVER 100 FEET OF BOOM.....\$ 57.55 29.50

POWER EQUIPMENT OPERATOR GROUP 1A (TUNNEL WORK) CAMERA/TOOL/VIDEO OPERATOR (SLIPLINE), CRANES-OVER

45 TONS OR 150 FOOT (INCLUDING JIB AND ATTACHMENTS): (A) CLAMSHELLS AND DRAGLINES (OVER 3 YARDS), (B) TOWER CRANES; LICENSED WATER/WASTE WATER TREATMENT OPERATOR; LOADERS OVER 5 YDS.; CERTIFIED WELDER, ELECTRICAL MECHANIC, CAMP MAINTENANCE ENGINEER, MECHANIC (OVER 10,000 HOURS); MOTOR PATROL GRADER, DOZER, GRADE TRACTOR, ROTO-MILL/PROFILER (FINISH: WHEN FINISHING TO FINAL GRADE AND/OR TO HUBS, OR FOR ASPHALT); POWER PLANTS: 1000 K.W. AND OVER; QUAD; SCREED; SHOVELS, BACKHOES, EXCAVATORS WITH ALL ATTACHMENTS (OVER 3 YARDS), SIDEBOOMS OVER 45 TONS; SLIP FORM PAVER, C.M.I. AND SIMILAR TYPES; SCRAPERS OVER 40 YARDS;...\$ 60.86	29.50
POWER EQUIPMENT OPERATOR (GROUP 4) RIG OILER/CRANE ASSISTANT ENGINEER;PARTS AND EQUIPMENT COORDINATOR; SWAMPER (ON TRENCHING MACHINES OR SHOVEL TYPE EQUIPMENT); SPOTTER; STEAM CLEANER; DRILL HELPER. FOOTNOTE: GROUPS 1-4 RECEIVE 10% PREMIUM WHILE PERFORMING TUNNEL OR UNDERGROUND WORK. RIG OILER/CRANE ASSISTANT ENGINEER SHALL BE REQUIRED ON CRANES OVER 85 TONS OR OVER 100 FEET OF BOOM.....\$ 44.06	29.50
POWER EQUIPMENT OPERATOR (GROUP 3) ""A"" FRAME TRUCKS, DECK WINCHES: SINGLE POWER DRUM; BOMBARDIER (TACK OR TOW RIG); BORING MACHINE; BROOMS-POWER; BUMP CUTTER; COMPRESSOR; FARM TRACTOR; FORKLIFT, INDUSTRIAL TYPE; GIN TRUCK OR WINCH TRUCK WITH POLES WHEN USED FOR HOISTING; GRADE CHECKER AND STAKE HOPPER; HOIST, AIR TUGGERS, ELEVATORS; LOADERS: (A) ELEVATING-ATHEY, BARBER GREEN AND SIMILAR TYPES (B) FORKLIFTS OR LUMBER CARRIER (ON CONSTRUCTION JOB SITE) (C) FORKLIFTS WITH TOWER (D) OVERHEAD AND FRONT-END, UNDER 2 1/2 YDS. LOCOMOTIVES:DINKEY (AIR, STEAM, GAS AND ELECTRIC) SPEEDERS; MECHANICS (LIGHT DUTY); OIL, BLOWER DISTRIBUTION; POST HOLE DIGGERS, MECHANICAL; POT FIREMAN (POWER AGITATED); POWER PLANT, TURBINE OPERATOR, UNDER 200 K.W.; PUMPS-WATER; ROLLER-OTHER THAN PLANTMIX; SAWS, CONCRETE; SKID STEER WITH ALL ATTACHMENTS; STRAIGHTENING MACHINE; TOW TRACTOR.....\$ 51.46	29.50
POWER EQUIPMENT OPERATOR (GROUP 2) BOILER-FIREMAN; CEMENT HOG AND CONCRETE PUMP OPERATOR; CONVEYORS (EXCEPT AS LISTED IN GROUP 1); HOIST ON STEEL ERECTION; TOWERMOBILES AND AIR TUGGERS; HORIZONTAL/DIRECTIONAL DRILL LOCATOR;LICENSED GRADE TECHNICIAN; LOADERS, (I.E., ELEVATING GRADER AND MATERIAL TRANSFER VEHICLE); LOCOMOTIVES: ROD AND GEARED ENGINES; MIXERS; SCREENING, WASHING PLANT; SIDEBOOM (CRADLING ROCK DRILL REGARDLESS OF SIZE); SKIDDER; TRENCING MACHINE UNDER 16 INCHES; WASTE/ WASTE WATER TREATMENT OPERATOR.....\$ 52.32	29.50
POWER EQUIPMENT OPERATOR (GROUP 1A) CAMERA/TOOL/VIDEO OPERATOR (SLIPLINE), CRANES-OVER 45 TONS OR 150 FOOT (INCLUDING JIB AND ATTACHMENTS): (A) CLAMSHELLS AND DRAGLINES (OVER 3 YARDS), (B) TOWER CRANES; LICENSED WATER/WASTE WATER TREATMENT OPERATOR; LOADERS OVER 5 YDS.; CERTIFIED WELDER, ELECTRICAL MECHANIC, CAMP MAINTENANCE ENGINEER, MECHANIC (OVER 10,000 HOURS); MOTOR PATROL GRADER, DOZER, GRADE TRACTOR, ROTO-MILL/PROFILER (FINISH: WHEN FINISHING TO FINAL GRADE AND/OR TO HUBS, OR FOR ASPHALT); POWER PLANTS: 1000 K.W. AND OVER; QUAD; SCREED; SHOVELS, BACKHOES, EXCAVATORS WITH ALL ATTACHMENTS (OVER 3 YARDS), SIDEBOOMS OVER 45 TONS; SLIP FORM PAVER, C.M.I. AND SIMILAR TYPES; SCRAPERS OVER 40 YARDS;...\$ 55.33	29.50

POWER EQUIPMENT OPERATOR (GROUP 1) ASPHALT ROLLER:
 BREAKDOWN, INTERMEDIATE, AND FINISH; BACK FILLER;
 BARRIER MACHINE (ZIPPER); BELTCRETE WITH POWER PACK
 AND SIMILAR CONVEYORS; BENDING MACHINE; BOAT
 COXWAINS; BULLDOZERS; CABLEWAYS, HIGHLINES AND
 CABLECARS; CLEANING MACHINE; COATING MACHINE;
 CONCRETE HYDRO BLASTER; CRANES-45 TONS AND UNDER OR
 150 FOOT BOOM AND UNDER (INCLUDING JIB AND
 ATTACHMENTS): (A) HYDRALIFTS OR TRANSPORTERS, ALL
 TRACK OR TRUCK TYPE,(B) DERRICKS; CRUSHERS; DECK
 WINCHES-DOUBLE DRUM; DITCHING OR TRENCHING MACHINE
 (16 INCH OR OVER); DRILLING MACHINES, CORE, CABLE,
 ROTARY AND EXPLORATION; FINISHING MACHINE OPERATOR,
 CONCRETE PAVING, LASER SCREED, SIDEWALK, CURB AND
 GUTTER MACHINE; HELICOPTERS; HOVER CRAFT, FLEX
 CRAFT, LOADMASTER, AIR CUSHION, ALL TERRAIN
 VEHICLE, ROLLAGON, BARGECABLE, NODWELL, AND SNOW
 CAT; HYDRO AX: FELLER BUNCHER AND SIMILAR; LOADERS
 (2 1/2 YARDS THROUGH 5 YARDS, INCLUDING ALL
 ATTACHMENTS): FORKLIFTS WITH TELESCOPIC BOOM AND
 SWING ATTACHMENT, OVERHEAD AND FRONT END, 2 1/2
 YARDS THROUGH 5 YARDS, LOADERS WITH FORKS OR PIPE
 CLAMPS; LOADERS, ELEVATING BELT TYPE, EUCLID AND
 SIMILAR TYPES; MECHANICS, BODYMAN; MICRO TUNNELING
 MACHINE; MIXERS: MOBILE TYPE W/HOIST COMBINATION;
 MOTOR PATROL GRADER; MUCKING MACHINES: MOLE, TUNNEL
 DRILL, HORIZONTAL/DIRECTIONAL DRILL OPERATOR,
 AND/OR SHIELD; OPERATOR ON DREDGES; PILEDRIVER
 ENGINEERS, L. B. FOSTER, PULLER OR SIMILAR PAVING
 BREAKER; POWER PLANT, TURBINE OPERATOR, 200 K.W.
 AND OVER (POWER PLANTS OR COMBINATION OF POWER
 UNITS OVER 300 K.W.); SCRAPERS-THROUGH 40 YARDS;
 SERVICE OILER/SERVICE ENGINEER; SIDEBOOMS-UNDER 45
 TONS; SHOT BLAST MACHINE; SHOVELS, BACKHOES,
 EXCAVATORS WITH ALL ATTACHMENTS, AND GRADEALLS (3
 YARDS AND UNDER), SPREADERS, BLAW KNOX, CEDARAPIDS,
 BARBER GREENE, SLURRY MACHINE; SUB-GRADER (GURRIES,
 RECLAIMER, AND SIMILAR TYPES); TACK TRACTOR; TRUCK
 MOUNTED CONCRETE PUMPS, CONVEYOR, CRETER; WATER
 KOTE MACHINE; UNLICENSED OFF ROAD HAULER.....\$ 53.23 29.50

IRON0751-003 07/01/2025

	Rates	Fringes
IRONWORKER (HELICOPTER, TOWER).....	\$ 47.89	39.48
IRONWORKER (GUARDRAIL LAYOUT MAN).....	\$ 44.22	39.48
IRONWORKER (GUARDRAIL INSTALLERS).....	\$ 44.48	39.48
IRONWORKER (FENCE, BARRIER INSTALLER).....	\$ 43.48	39.48
IRONWORKER (BRIDGE, STRUCTURAL, ORNAMENTAL, REINFORCING MACHINERY MOVER, RIGGER, SHEETER, STAGE RIGGER, BENDER OPERATOR).....	\$ 46.98	39.48
IRONWORKER (BENDER OPERATOR).....	\$ 46.98	39.48

LAB00341-001 04/01/2025

	Rates	Fringes
LABORER: TUNNELS, SHAFTS, AND RAISES GROUP 3B (SOUTH OF THE 63RD PARALLEL & WEST OF LONGITUDE 138 DEGREES) GRADE CHECKER (SETTING OR TRANSFERING OF GRADE MARKS, LINE AND GRADE).....	\$ 59.41	28.81
LABORER: TUNNELS, SHAFTS, AND RAISES GROUP 3A (SOUTH OF THE 63RD PARALLEL & WEST OF LONGITUDE 138 DEGREES) ASPHALT RAKER, ASPHALT BELLY DUMP LAY DOWN; DRILL DOCTOR (IN THE FIELD); DRILLERS (INCLUDING, BUT NOT LIMITED TO, WAGON DRILLS, AIR		

TRACK DRILLS; HYDRAULIC DRILLS); POWDERMAN; PIONEER DRILLING AND DRILLING OFF TUGGER (ALL TYPE DRILLS); PIPELAYERS.....\$ 51.18	34.26
LABORER: TUNNELS, SHAFTS, AND RAISES GROUP 3 (SOUTH OF THE 63RD PARALLEL & WEST OF LONGITUDE 138 DEGREES) ALARM INSTALLER; BIT GRINDER; GUARDRAIL MACHINE OPERATOR; HIGH RIGGER AND TREE TOPPER; HIGH SCALER; MULTIPLATE; SLURRY SEAL SQUEEGEE MAN.....\$ 46.37	34.26
LABORER: TUNNELS, SHAFTS, AND RAISES GROUP 2 (SOUTH OF THE 63RD PARALLEL & WEST OF LONGITUDE 138 DEGREES) BURNING AND CUTTING TORCH; CEMENT OR LIME DUMPER OR HANDLER (SACK OR BULK); CHOKER SPLICER; CHUCKTENDER (WAGON, AIRTRACK AND HYDRAULIC DRILLS); CONCRETE LABORERS (POWER BUGGY, CONCRETE SAWS, PUMPCRETE NOZZLEMAN, VIBRATORMAN); CULVERT PIPE LABORER; CURED IN PLACE PIPELAYER; ENVIRONMENTAL LABORER (MARINE WORK, OIL SPILL SKIMMER OPERATOR, SMALL BOAT OPERATOR); FOAM GUN OR FOAM MACHINE OPERATOR; GREEN CUTTER (DAM WORK); GUNNITE OPERATOR; HOD CARRIERS; JACKHAMMER OR PAVEMENT BREAKERS (MORE THAN 45 POUNDS);LAYING OF DECORATIVE BLOCK (RETAINING WALLS, FLOWERED DECORATIVE BLOCK ABOVE 4 FEET); MASON TENDER AND MUD MIXER (SEWER WORK); PILOT CAR; PLASTERER, BRICKLAYER AND CEMENT FINISHER TENDERS; POWER SAW OPERATOR; RAILROAD SWITCH LAYOUT LABORER; SANDBLASTER; SEWER CAULKERS; SEWER PLANT MAINTENANCE MAN; THERMAL PLASTIC APPLICATOR; TIMBER FALLER, CHAIN SAW OPERATOR, FILER; TIMBERMAN.....\$ 45.38	34.26
LABORER: TUNNELS, SHAFTS, AND RAISES GROUP 1 (SOUTH OF THE 63RD PARALLEL & WEST OF LONGITUDE 138 DEGREES) ASPHALT WORKERS (SHOVELMAN, PLANT CREW); BRUSH CUTTERS; CAMP MAINTENANCE LABORER; CARPENTER TENDERS; CHOKE SETTERS, HOOK TENDER, RIGGER, SIGNALMAN; CONCRETE LABORER(CURB AND GUTTER, CHUTE HANDLER, GROUTING, CURING, SCREEDING); CRUSHER PLANT LABORER; DEMOLITION LABORER; DITCH DIGGERS; DUMP MAN; ENVIRONMENTAL LABORER (ASBESTOS (LIMITED TO NONMECHANICAL SYSTEMS), HAZARDOUS AND TOXIC WASTE, OIL SPILL); FENCE INSTALLER; FIRE WATCH LABORER; FLAGMAN; FORM STRIPPERS; GENERAL LABORER; GUARDRAIL LABORER, BRIDGE RAIL INSTALLERS; HYDRO-SEEDER NOZZLEMAN; LABORERS (BUILDING); LANDSCAPE OR PLANTER; LAYING OF DECORATIVE BLOCK (RETAINING WALLS, FLOWERED DECORATIVE BLOCK 4 FEET AND BELOW); MATERIAL HANDLERS; PNEUMATIC OR POWER TOOLS; PORTABLE OR CHEMICAL TOILET SERVICEMAN; PUMP MAN OR MIXER MAN; RAILROAD TRACK LABORER; SANDBLAST, POT TENDER; SAW TENDERS; SCAFFOLD BUILDING AND ERECTING; SLURRY WORK; STAKE HOPPER; STEAM POINT OR WATER JET OPERATOR; STEAM CLEANER OPERATOR; TANK CLEANING; UTILIWALK, UTILIDOR LABORER AND CONDUIT INSTALLER; WATCHMAN (CONSTRUCTION PROJECTS); WINDOW CLEANER.....\$ 44.28	34.26
LABORER: GROUP 4 (SOUTH OF THE 63RD PARALLEL & WEST OF LONGITUDE 138 DEGREES) FINAL BUILDING CLEANUP TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS.....\$ 29.82	34.26
LABORER: GROUP 3B (SOUTH OF THE 63RD PARALLEL & WEST OF LONGITUDE 138 DEGREES) GRADE CHECKER (SETTING OR TRANSFERING OF GRADE MARKS, LINE AND GRADE).....\$ 54.01	28.81
LABORER: GROUP 3A (SOUTH OF THE 63RD PARALLEL & WEST OF LONGITUDE 138 DEGREES) ASPHALT RAKER, ASPHALT BELLY DUMP LAY DOWN; DRILL DOCTOR (IN THE FIELD); DRILLERS (INCLUDING, BUT NOT LIMITED TO,	

WAGON DRILLS, AIR TRACK DRILLS; HYDRAULIC DRILLS); POWDERMAN; PIONEER DRILLING AND DRILLING OFF TUGGER (ALL TYPE DRILLS); PIPELAYERS.....	\$ 46.53	34.26
LABORER: GROUP 3 (SOUTH OF THE 63RD PARALLEL & WEST OF LONGITUDE 138 DEGREES) ALARM INSTALLER; BIT GRINDER; GUARDRAIL MACHINE OPERATOR; HIGH RIGGER AND TREE TOPPER; HIGH SCALER; MULTIPLATE; SLURRY SEAL SQUEEGEE MAN.....	\$ 42.15	34.26
LABORER: GROUP 2 (SOUTH OF THE 63RD PARALLEL & WEST OF LONGITUDE 138 DEGREES) BURNING AND CUTTING TORCH; CEMENT OR LIME DUMPER OR HANDLER (SACK OR BULK); CHOKER SPLICER; CHUCKTENDER (WAGON, AIRTRACK AND HYDRAULIC DRILLS); CONCRETE LABORERS (POWER BUGGY, CONCRETE SAWS, PUMPCRETE NOZZLEMAN, VIBRATORMAN); CULVERT PIPE LABORER; CURED IN PLACE PIPELAYER; ENVIRONMENTAL LABORER (MARINE WORK, OIL SPILL SKIMMER OPERATOR, SMALL BOAT OPERATOR); FOAM GUN OR FOAM MACHINE OPERATOR; GREEN CUTTER (DAM WORK); GUNNITE OPERATOR; HOD CARRIERS; JACKHAMMER OR PAVEMENT BREAKERS (MORE THAN 45 POUNDS); LAYING OF DECORATIVE BLOCK (RETAINING WALLS, FLOWERED DECORATIVE BLOCK ABOVE 4 FEET); MASON TENDER AND MUD MIXER (SEWER WORK); PILOT CAR; PLASTERER, BRICKLAYER AND CEMENT FINISHER TENDERS; POWER SAW OPERATOR; RAILROAD SWITCH LAYOUT LABORER; SANDBLASTER; SEWER CAULKERS; SEWER PLANT MAINTENANCE MAN; THERMAL PLASTIC APPLICATOR; TIMBER FALLER, CHAIN SAW OPERATOR, FILER; TIMBERMAN.....	\$ 41.25	34.26
LABORER: GROUP 1 (SOUTH OF THE 63RD PARALLEL & WEST OF LONGITUDE 138 DEGREES) ASPHALT WORKERS (SHOVELMAN, PLANT CREW); BRUSH CUTTERS; CAMP MAINTENANCE LABORER; CARPENTER TENDERS; CHOKE SETTERS, HOOK TENDER, RIGGER, SIGNALMAN; CONCRETE LABORER(CURB AND GUTTER, CHUTE HANDLER, GROUTING, CURING, SCREEDING); CRUSHER PLANT LABORER; DEMOLITION LABORER; DITCH DIGGERS; DUMP MAN; ENVIRONMENTAL LABORER (ASBESTOS (LIMITED TO NONMECHANICAL SYSTEMS), HAZARDOUS AND TOXIC WASTE, OIL SPILL); FENCE INSTALLER; FIRE WATCH LABORER; FLAGMAN; FORM STRIPPERS; GENERAL LABORER; GUARDRAIL LABORER, BRIDGE RAIL INSTALLERS; HYDRO-SEEDER NOZZLEMAN; LABORERS (BUILDING); LANDSCAPE OR PLANTER; LAYING OF DECORATIVE BLOCK (RETAINING WALLS, FLOWERED DECORATIVE BLOCK 4 FEET AND BELOW); MATERIAL HANDLERS; PNEUMATIC OR POWER TOOLS; PORTABLE OR CHEMICAL TOILET SERVICEMAN; PUMP MAN OR MIXER MAN; RAILROAD TRACK LABORER; SANDBLAST, POT TENDER; SAW TENDERS; SCAFFOLD BUILDING AND ERECTING; SLURRY WORK; STAKE HOPPER; STEAM POINT OR WATER JET OPERATOR; STEAM CLEANER OPERATOR; TANK CLEANING; UTILIWALK, UTILIDOR LABORER AND CONDUIT INSTALLER; WATCHMAN (CONSTRUCTION PROJECTS); WINDOW CLEANER.....	\$ 40.25	34.26

LAB00942-001 04/01/2025

Rates

Fringes

LABORERS: NORTH OF THE 63RD PARALLEL & EAST OF LONGITUDE 138 DEGREES; GROUP 3B (TUNNELS, SHAFTS, AND RAISES) GRADE CHECKER (SETTING OR TRANSFERING OF GRADE MARKS, LINE AND GRADE).....	\$ 59.41	28.81
LABORERS: NORTH OF THE 63RD PARALLEL & EAST OF LONGITUDE 138 DEGREES: GROUP 3 (TUNNELS, SHAFTS, AND RAISES) ALARM INSTALLER; BIT GRINDER; GUARDRAIL MACHINE OPERATOR; HIGH RIGGER AND TREE TOPPER; HIGH		

SCALER; MULTIPLATE; SLURRY SEAL SQUEEGEE MAN.....\$ 46.37	34.26
LABORERS: NORTH OF THE 63RD PARALLEL & EAST OF LONGITUDE 138 DEGREES: GROUP 2 (TUNNELS, SHAFTS, AND RAISES) BURNING AND CUTTING TORCH; CEMENT OR LIME DUMPER OR HANDLER (SACK OR BULK); CHOKER SPLICER; CHUCKTENDER (WAGON, AIRTRACK AND HYDRAULIC DRILLS); CONCRETE LABORERS (POWER BUGGY, CONCRETE SAWS, PUMPCRETE NOZZLEMAN, VIBRATOR MAN); CULVERT PIPE LABORER; CURED IN PLACE PIPELAYER; ENVIRONMENTAL LABORER (MARINE WORK, OIL SPILL SKIMMER OPERATOR, SMALL BOAT OPERATOR); FOAM GUN OR FOAM MACHINE OPERATOR; GREEN CUTTER (DAM WORK); GUNNITE OPERATOR; HOD CARRIERS; JACKHAMMER OR PAVEMENT BREAKERS (MORE THAN 45 POUNDS); LAYING OF DECORATIVE BLOCK (RETAINING WALLS, FLOWERED DECORATIVE BLOCK ABOVE 4 FEET); MASON TENDER AND MUD MIXER (SEWER WORK); PILOT CAR; PLASTERER, BRICKLAYER AND CEMENT FINISHER TENDERS; POWER SAW OPERATOR; RAILROAD SWITCH LAYOUT LABORER; SANDBLASTER; SEWER CAULKERS; SEWER PLANT MAINTENANCE MAN; THERMAL PLASTIC APPLICATOR; TIMBER FALLER, CHAIN SAW OPERATOR, FILER; TIMBERMAN.....\$ 45.38	
LABORERS: NORTH OF THE 63RD PARALLEL & EAST OF LONGITUDE 138 DEGREES: GROUP 1 (TUNNELS, SHAFTS, AND RAISES) ASPHALT WORKERS (SHOVELMAN, PLANT CREW); BRUSH CUTTERS; CAMP MAINTENANCE LABORER; CARPENTER TENDERS; CHOKE SETTERS, HOOK TENDER, RIGGER, SIGNALMAN; CONCRETE LABORER (CURB AND GUTTER, CHUTE HANDLER, GROUTING, CURING, SCREEDING); CRUSHER PLANT LABORER; DEMOLITION LABORER; DITCH DIGGERS; DUMP MAN; ENVIRONMENTAL LABORER (ASBESTOS (LIMITED TO NONMECHANICAL SYSTEMS), HAZARDOUS AND TOXIC WASTE, OIL SPILL); FENCE INSTALLER; FIRE WATCH LABORER; FLAGMAN; FORM STRIPPERS; GENERAL LABORER; GUARDRAIL LABORER, BRIDGE RAIL INSTALLERS; HYDRO-SEEDER NOZZLEMAN; LABORERS (BUILDING); LANDSCAPE OR PLANTER; LAYING OF DECORATIVE BLOCK (RETAINING WALLS, FLOWERED DECORATIVE BLOCK 4 FEET AND BELOW); MATERIAL HANDLERS; PNEUMATIC OR POWER TOOLS; PORTABLE OR CHEMICAL TOILET SERVICEMAN; PUMP MAN OR MIXER MAN; RAILROAD TRACK LABORER; SANDBLAST, POT TENDER; SAW TENDERS; SCAFFOLD BUILDING AND ERECTING; SLURRY WORK; STAKE HOPPER; STEAM POINT OR WATER JET OPERATOR; STEAM CLEANER OPERATOR; TANK CLEANING; UTILIWALK, UTILIDOR LABORER AND CONDUIT INSTALLER; WATCHMAN (CONSTRUCTION PROJECTS); WINDOW CLEANER....\$ 44.28	34.26
LABORERS: NORTH OF THE 63RD PARALLEL & EAST OF LONGITUDE 138 DEGREES (GROUP 4) FINAL BUILDING CLEANUP TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS.....\$ 29.82	34.26
LABORERS: NORTH OF THE 63RD PARALLEL & EAST OF LONGITUDE 138 DEGREES (GROUP 3B) GRADE CHECKER (SETTING OR TRANSFERING OF GRADE MARKS, LINE AND GRADE).....\$ 54.01	28.81
LABORERS: NORTH OF THE 63RD PARALLEL & EAST OF LONGITUDE 138 DEGREES (GROUP 3A) ASPHALT RAKER, ASPHALT BELLY DUMP LAY DOWN; DRILL DOCTOR (IN THE FIELD); DRILLERS (INCLUDING, BUT NOT LIMITED TO, WAGON DRILLS, AIR TRACK DRILLS; HYDRAULIC DRILLS); POWDERMAN; PIONEER DRILLING AND DRILLING OFF TUGGER (ALL TYPE DRILLS); PIPELAYERS.....\$ 46.53	34.26
LABORERS: NORTH OF THE 63RD PARALLEL & EAST OF LONGITUDE 138 DEGREES (GROUP 3) ALARM INSTALLER; BIT GRINDER; GUARDRAIL MACHINE OPERATOR; HIGH	

RIGGER AND TREE TOPPER; HIGH SCALER; MULTIPLATE; SLURRY SEAL SQUEEGEE MAN.....\$ 42.15	34.26
LABORERS: NORTH OF THE 63RD PARALLEL & EAST OF LONGITUDE 138 DEGREES (GROUP 2) BURNING AND CUTTING TORCH; CEMENT OR LIME DUMPER OR HANDLER (SACK OR BULK); CHOKER SPLICER; CHUCKTENDER (WAGON, AIRTRACK AND HYDRAULIC DRILLS); CONCRETE LABORERS (POWER BUGGY, CONCRETE SAWS, PUMPCRETE NOZZLEMAN, VIBRATORMAN); CULVERT PIPE LABORER; CURED IN PLACE PIPELAYER; ENVIRONMENTAL LABORER (MARINE WORK, OIL SPILL SKIMMER OPERATOR, SMALL BOAT OPERATOR); FOAM GUN OR FOAM MACHINE OPERATOR; GREEN CUTTER (DAM WORK); GUNNITE OPERATOR; HOD CARRIERS; JACKHAMMER OR PAVEMENT BREAKERS (MORE THAN 45 POUNDS); LAYING OF DECORATIVE BLOCK (RETAINING WALLS, FLOWERED DECORATIVE BLOCK ABOVE 4 FEET); MASON TENDER AND MUD MIXER (SEWER WORK); PILOT CAR; PLASTERER, BRICKLAYER AND CEMENT FINISHER TENDERS; POWER SAW OPERATOR; RAILROAD SWITCH LAYOUT LABORER; SANDBLASTER; SEWER CAULKERS; SEWER PLANT MAINTENANCE MAN; THERMAL PLASTIC APPLICATOR; TIMBER FALLER, CHAIN SAW OPERATOR, FILER; TIMBERMAN.....\$ 41.25	34.26
LABORERS: NORTH OF THE 63RD PARALLEL & EAST OF LONGITUDE 138 DEGREES (GROUP 1) ASPHALT WORKERS (SHOVELMAN, PLANT CREW); BRUSH CUTTERS; CAMP MAINTENANCE LABORER; CARPENTER TENDERS; CHOKE SETTERS, HOOK TENDER, RIGGER, SIGNALMAN; CONCRETE LABORER(CURB AND GUTTER, CHUTE HANDLER, GROUTING, CURING, SCREEDING); CRUSHER PLANT LABORER; DEMOLITION LABORER; DITCH DIGGERS; DUMP MAN; ENVIRONMENTAL LABORER (ASBESTOS (LIMITED TO NONMECHANICAL SYSTEMS), HAZARDOUS AND TOXIC WASTE, OIL SPILL); FENCE INSTALLER; FIRE WATCH LABORER; FLAGMAN; FORM STRIPPERS; GENERAL LABORER; GUARDRAIL LABORER, BRIDGE RAIL INSTALLERS; HYDRO-SEEDER NOZZLEMAN; LABORERS (BUILDING); LANDSCAPE OR PLANTER; LAYING OF DECORATIVE BLOCK (RETAINING WALLS, FLOWERED DECORATIVE BLOCK 4 FEET AND BELOW); MATERIAL HANDLERS; PNEUMATIC OR POWER TOOLS; PORTABLE OR CHEMICAL TOILET SERVICEMAN; PUMP MAN OR MIXER MAN; RAILROAD TRACK LABORER; SANDBLAST, POT TENDER; SAW TENDERS; SCAFFOLD BUILDING AND ERECTING; SLURRY WORK; STAKE HOPPER; STEAM POINT OR WATER JET OPERATOR; STEAM CLEANER OPERATOR; TANK CLEANING; UTILIWALK, UTILIDOR LABORER AND CONDUIT INSTALLER; WATCHMAN (CONSTRUCTION PROJECTS); WINDOW CLEANER.....\$ 40.25	34.26
LABORERS: NORTH OF THE 63RD PARALLEL & EAST OF LONGITUDE 138 DEGREES; GROUP 3A (TUNNELS, SHAFTS, AND RAISES) ASPHALT RAKER, ASPHALT BELLY DUMP LAY DOWN; DRILL DOCTOR (IN THE FIELD); DRILLERS (INCLUDING, BUT NOT LIMITED TO, WAGON DRILLS, AIR TRACK DRILLS; HYDRAULIC DRILLS); POWDERMAN; PIONEER DRILLING AND DRILLING OFF TUGGER (ALL TYPE DRILLS); PIPELAYERS.....\$ 51.18	34.26

PAIN1959-001 07/01/2025

Rates

Fringes

PAINTER: TAPING, TEXTURING, STRUCTURAL PAINTING, SANDBLASTING, POT TENDER, FINISH METAL, SPRAY, BUFFER OPERATOR, RADON MITIGATION, LEAD BASED PAINT ABATEMENT, HAZARDOUS MATERIAL HANDLER (NORTH OF THE 63RD PARALLEL).....\$ 43.57	26.45
PAINTER: BRUSH/ROLLER PAINT OR WALL COVERER	

(NORTH OF THE 63RD PARALLEL).....	\$ 43.05	26.45

PAIN1959-002 07/01/2025		
	Rates	Fringes
PAINTER: TAPER / PAPER & VINYL HANGER (SOUTH OF THE 63RD PARALLEL).....	\$ 38.54	30.20
PAINTER: INDUSTRIAL PAINTER (SOUTH OF THE 63RD PARALLEL).....	\$ 38.64	30.20
PAINTER: GENERAL PAINTER (SOUTH OF THE 63RD PARALLEL).....	\$ 37.29	30.20

PAIN1959-003 07/01/2025		
	Rates	Fringes
GLAZIER (NORTH OF THE 63RD PARALLEL).....	\$ 46.76	30.46

PAIN1959-004 07/01/2025		
	Rates	Fringes
FLOOR LAYER: CARPET.....	\$ 39.48	16.25

PAIN1959-006 07/01/2025		
	Rates	Fringes
GLAZIER (SOUTH OF THE 63RD PARALLEL).....	\$ 47.42	29.10

PLAS0528-006 04/01/2025		
	Rates	Fringes
PLASTERER (SOUTH OF THE 63RD PARALLEL).....	\$ 49.28	22.28
PLASTERER (NORTH OF THE 63RD PARALLEL).....	\$ 49.28	22.28

PLAS0528-007 04/01/2025		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (SOUTH OF THE 63RD PARALLEL).....	\$ 49.28	22.28
CEMENT MASON/CONCRETE FINISHER (NORTH OF THE 63RD PARALLEL).....	\$ 49.28	22.28

PLUM0262-002 01/01/2023		
	Rates	Fringes
PLUMBER; STEAMFITTER (EAST OF THE 141ST MERIDIAN).\$	41.50	27.62

PLUM0367-002 09/01/2025		
	Rates	Fringes
PLUMBER; STEAMFITTER (SOUTH OF THE 63RD PARALLEL).\$	50.00	33.20

PLUM0375-002 07/01/2025		
	Rates	Fringes
PLUMBER; STEAMFITTER (NORTH OF THE 63RD PARALLEL).\$	55.66	34.90

PLUM0669-002 04/01/2025		
	Rates	Fringes
SPRINKLER FITTER.....	\$ 60.67	31.39

ROOF0189-006 04/01/2025		
	Rates	Fringes
ROOFER.....	\$ 52.07	19.62

SHEE0023-003 07/01/2025		
	Rates	Fringes
SHEET METAL WORKER (SOUTH OF THE 63RD PARALLEL)...	\$ 52.08	30.81

SHEE0023-004 07/01/2025		
	Rates	Fringes
SHEET METAL WORKER (NORTH OF THE 63RD PARALLEL)...	\$ 58.73	29.54

TEAM0959-003 01/01/2025		
	Rates	Fringes
TRUCK DRIVER (GROUP 5) GRAVEL SPREADER BOX OPERATOR ON TRUCK; FLAT BEDS, SINGLE REAR AXLE; BOOM TRUCK/KNUCKLE TRUCK UP TO AND INCLUDING 5 TONS; PICKUPS (PILOT CARS AND ALL LIGHT DUTY VEHICLES); WATER WAGON (BELOW 250 BBLS); GIN POLE TRUCK, WINCH TRUCK, WRECKER, TRUCK MOUNTED ""A"" FRAME, MANUFACTURED RATING 5 TONS AND UNDER; BULL LIFTS AND FORK LIFTS (FORK LIFTS WITH POWER BROOM AND SWING ATTACHMENTS UP TO AND INCLUDING 5 TONS); BUFFER TRUCK; TACK TRUCK; FARM TYPE RUBBER TIRED TRACTOR (WHEN MATERIAL HANDLING OR PULLING WAGONS ON A CONSTRUCTION PROJECT); FOAM DISTRIBUTOR, SINGLE AXLE; HYDRO-SEEDERS, SINGLE AXLE; TEAM DRIVERS (HORSES, MULES AND SIMILAR EQUIPMENT); FUEL HANDLER (STATION/BULK ATTENDANT); BATCH TRUCK, UP TO AND INCLUDING 7 YARDS; GEAR/SUPPLY TRUCK; BUS OPERATOR, UP TO 30 PASSENGERS; RIGGER/SWAMPER.....	\$ 47.62	26.43
TRUCK DRIVER (GROUP 4) BUGGYMOBILE; SEMI OR TRUCK AND TRAILER; DUMPSTER; TIEMAN (LIGHT DUTY); DUMP TRUCKS (INCLUDING ROCKBUGGY AND TRUCK WITH PUPS) UP TO AND INCLUDING 10 YARDS; TRACK TRUCK EQUIPMENT; GREASE TRUCK; FLAT BEDS, DUAL REAR AXLE; HYSTER OPERATORS (HANDLING BULK AGGREGATE); LUMBER CARRIER; WATER WAGON, SEMI; WATER TRUCK, DUAL AXLE; GIN POLE TRUCK, WINCH TRUCK, WRECKER, TRUCK MOUNTED ""A"" FRAME MANUFACTURED RATING OVER 5 TONS; BULL LIFTS AND FORK LIFTS WITH POWER BOOM AND SWING ATTACHMENTS, OVER 5 TONS; FRONT END LOADER WITH FORKS; BUS OPERATOR OVER 30 PASSENGERS; ALL TERRAIN VEHICLES; BOOM TRUCK/KNUCKLE TRUCK OVER 5 TONS; FOAM DISTRIBUTOR TRUCK/DUAL AXLE; HYDRO-SEEDERS, DUAL AXLE; VACUUM TRUCKS, TRUCK VACUUM SWEEPERS; LOADMASTER (AIR AND WATER); AIR CUSHION OR SIMILAR TYPE VEHICLE; FIRE TRUCK/AMBULANCE DRIVER; COMBINATION TRUCK-FUEL AND GREASE; COMPACTOR (WHEN PULLED BY RUBBER TIRED EQUIPMENT); RIGGER (AIR/WATER/OILFIELD); READY MIX, UP TO AND INCLUDING 7 YARDS;.....	\$ 48.50	26.43
TRUCK DRIVER (GROUP 3) DUMP TRUCKS (INCLUDING ROCKBUGGY AND TRUCKS WITH PUPS) OVER 10 YARDS UP TO AND INCLUDING 20 YARDS; BATCH TRUCKS 8 YARDS AND UP; OIL DISTRIBUTOR DRIVERS; OIL DISTRIBUTOR DRIVERS; TRUCKS/JEEPS (PUSH OR PULL); TRAFFIC CONTROL TECHNICIAN.....	\$ 49.17	26.43
TRUCK DRIVER (GROUP 2) TURN-O-WAGON OR DW-10 NOT SELF-LOADING; ALL DELTAS, COMMANDERS, ROLLOGANS, AND SIMILAR EQUIPMENT; MECHANICS; DUMP TRUCKS (INCLUDING ROCKBUGGY AND TRUCKS WITH PUPS) OVER 20 YARDS UP TO AND INCLUDING 40 YARDS; LOWBOYS INCLUDING ATTACHED TRAILERS AND JEEPS UP TO AND INCLUDING 8 AXLES; SUPER VAC TRUCK/CACASCO		

TRUCK/HEAT STRESS TRUCK; READY-MIX OVER 7 YARDS UP TO AND INCLUDING 12 YARDS; PARTSMAN; STRINGING TRUCK.....	\$ 50.12	26.43
TRUCK DRIVER (GROUP 1A) DUMP TRUCKS (INCLUDING ROCKBUGGY AND TRUCKS WITH PUPS) OVER 60 YARDS UP TO AND INCLUDING 100 YARDS; JEEPS (DRIVER UNDER LOAD)..	\$ 53.05	26.43
TRUCK DRIVER (GROUP 1) SEMI WITH DOUBLE BOX MIXER; DUMP TRUCKS (INCLUDING ROCKBUGGY AND TRUCKS WITH PUPS) OVER 40 YARDS UP TO AND INCLUDING 60 YARDS; DELTAS, COMMANDERS, ROLLOGANS AND SIMILAR EQUIPMENT WHEN PULLING SLEDS, TRAILERS OR SIMILAR EQUIPMENT; BOAT COXSWAIN; LOWBOYS INCLUDING ATTACHED TRAILERS AND JEEPS, UP TO AND INCLUDING 12 AXLES; READY-MIX OVER 12 YARDS UP TO AND INCLUDING 15 YARDS); WATER WAGON (250 BBLs AND ABOVE); TIREMAN, HEAVY DUTY/FUELER.....	\$ 51.58	26.43

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to
the Davis-Bacon Act that were awarded on or between January 1,
2015 and January 29, 2022, and that have not been renewed or
extended on or after January 30, 2022. Executive Order 13658 does
not apply to contracts subject only to the Davis-Bacon Related Acts
regardless of when they were awarded. If a contract is subject to
Executive Order 13658, the contractor must pay all covered workers at
least \$13.65 per hour (or the applicable wage rate listed on this wage
determination, if it is higher) for all hours spent performing on the
contract from May 11, 2026, through December 31, 2026. The applicable
Executive Order minimum wage rate will be adjusted annually.
Additional information on contractor requirements and worker
protections under Executive Order 13658 is available at
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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the

discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

APPENDIX A
PLANS & SPECIFICATIONS
ITB-26-15 MOORE STREET SENIOR APARTMENT PARKING LOT IMPROVEMENTS