



CONSTRUCTION MANAGER AS CONSTRUCTOR (CMc) SERVICES REQUEST FOR PROPOSALS (RFP)

PROJECT BACKGROUND

Thank you for your interest in working with the Summit County Land Bank (SCLB). The SCLB is requesting proposals, including statements of qualifications, for construction management services to oversee the construction of a consolidated Summit County Board of Elections (BOE) facility, located at 1040 E. Tallmadge Avenue, Akron, Ohio 44310. The Ohio Means Job Center (OMJC) is also located within the same building and this project will include the relocation and buildout of certain OMJC spaces to accommodate construction of the BOE facility. The SCLB owns the property and is assisting the County of Summit (County), the BOE, and the OMJC, as developer, in constructing a facility that will allow the BOE to consolidate the entirety of its operations under a single roof. The project will consist of the buildout and renovation of approximately 57,600 square feet of space to accommodate the BOE and 10,400 square feet of space to accommodate the OMJC, within the existing facility.

Hasenstab Architects (HAI) has been awarded the design contract and is preparing documents for phased construction consisting of two phases, for which a general schedule is attached to this RFP as **Exhibit A**. Phase 1 is anticipated to complete in August 2024 and Phase 2 is anticipated to complete in July 2025. Drawings depicting preliminary Phase 1 and Phase 2 activity have been attached to this RFP as **Exhibits B and C**.

PROJECT DELIVERY, CONSTRUCTION MANAGER AS CONSTRUCTOR, GUARANTEED MAXIMUM PRICE

The SCLB will award a Construction Manager as Constructor (CMc) contract for all construction managements services required for this project and contemplated within this RFP. Unless otherwise directed, this project shall meet the latest applicable building, health, zoning, fire, and safety codes and ADA accessibility requirements. Various alterations to the project site, including landscaping and parking, will also be required.

As noted above, HAI has been selected to serve as the architect/engineer (A/E) to provide A/E services for this project. The selected CMc will construct the project and will be expected to assist the SCLB, County, BOE, OMJC, and HAI (Project Team) with, among other responsibilities, preconstruction services, cost estimating, scheduling, bidding, identifying long-lead purchasing items, performing constructability reviews, and overseeing construction. The CMc shall collaborate and work with HAI and the Project Team to identify any issues with the design and construction documents. Specifically, the CMc shall work with HAI to perform constructability reviews, identify missing elements in the project design documents, and provide ongoing cost estimates and adjustments as the design documents progress through the Design Development (DD) and final Construction Document (CD) levels, among other responsibilities, and at all times advise the SCLB and the Project Team on whether the proposed designs are consistent with the SCLB's budget and schedule for the project and make appropriate recommendations.

It is anticipated that the CD set will serve as the basis for the Guaranteed Maximum Price (GMP) proposal that will be further outlined in any agreement between the selected CMc and the SCLB.

This RFP and AIA Document A133 – 2019 will serve as a basis for the negotiation of a final CMc agreement and this RFP may be included as an attachment to any CMc agreement. The basis of payment for the CMc agreement will be the cost of work, plus a fixed fee, with a Guaranteed Maximum Price (GMP).

Respondents to this RFP are not required to submit any estimated trade costs or proposed GMP with their response.

Respondents to this RFP are to base their proposals on the SCLB's construction cost funding limitation for the project, currently budgeted at \$12,500,000.00.

SUMMIT COUNTY LAND BANK A NONPROFIT

The SCLB is a **nonprofit** community improvement corporation and is **not** an agency, division, or department of county government. The SCLB is **not** subject to public bidding requirements. The SCLB is **not** prohibited from incentivizing and/or enforcing diversity in contracting requirements.

PROJECT LABOR AGREEMENT & PREVAILING WAGE REQUIREMENTS

While not technically required, to ensure timely completion of the project at, or under, budget, a reliable source of highly skilled workers, diversity in contracting, and worker health and safety, a Project Labor Agreement **will be** required for this project. The SCLB will also require this project be subject to the Davis Bacon prevailing wage requirements and wage rates which are attached to this RFP as **Exhibit D** and can be found at <https://sam.gov/wage-determination/OH20240100/1>. All regulations in the HUD-4010, attached as **Exhibit E**, apply to this project. Prevailing wage regulations apply to the CMc and any sub-contractors.

BUILD AMERICA, BUY AMERICA ACT

This project will also be subject to all regulatory requirements in the Build America, Buy America Act 2 CFR Part 184.

UNIQUE ENTITY IDENTIFIER (UEI) NUMBER

The CMc and all sub-contractors are **required** to have a public Unique Entity Identifier Number (UEI) and CAGE code from Sam.gov. Applications for UEI and CAGE Code can be completed at <https://sam.gov/content/home>. Sam.gov does not charge anyone to obtain a UEI or CAGE code. Companies that are not issued a UEI and CAGE Code and/or those debarred at the local, county, state, and/or federal level, **will not** be eligible to receive any contracts for this project. Please note, the UEI is **not** the same number as the FEIN.

MINORITY AND DISADVANTAGED COMPANIES

To the greatest extent possible diverse, minority, and disadvantaged subcontractors shall be utilized. Sub-contracting opportunities shall be provided to minority, diverse, and disadvantaged sub-contractors. Diverse, minority, and disadvantaged data collection will be a requirement of the project. The SCLB is not prohibited from prioritizing and/or incentivizing the utilization of diverse and/or disadvantaged subcontractors.

POINT OF CONTACT

The point of contact for this RFP is Jim Davis, Program Director for the SCLB. Please contact Jim, via email only, at jjdavis@summitlandbank.org. **Communication to any other person or by any other method may be a reason for disqualification.** Additional project points of contact will be provided to the selected CMc. The SCLB disclaims the accuracy of information derived from *any* other source other than the point of contact identified here, and the use of such information is at the sole risk of the respondent to this RFP.

Respondents to this RFP must provide the name, address, phone number, and email address of its designated point of contact (POC) to the SCLB as part of any response to this RFP, and shall be responsible for updating any changes to the information provided.

VENDOR PRE-QUALIFICATION, REGISTRATION, INSURANCE, & BONDING

The selected CMc will be required to complete and submit a Vendor Pre-Qualification Packet **and** Vendor Registration Form and must agree to accept an electronic form of payment for services. Vendors, whether selected for this project or not, may complete and submit these forms at any time by visiting the [Vendor Registration](#) page of the SCLB website. Completed information may be submitted in the 'Additional Information & Attachments' section of the online portal – please **do not** email any completed vendor registration documents or any other information or documents related to this RFP, as they will not be reviewed.

The selected CMc must be bonded and insured and will be required to submit proof of the same. The selected CMc must not be on any local, county, state, or federal debarment list. The SCLB reserves the right to require additional information, documentation, etc.

ADHERENCE TO SAFETY STANDARDS, GUIDELINES, RULES, LAWS, AND OTHER INDUSTRY STANDARDS

The selected CMc will be responsible for ensuring contractors and other vendors, including their agents and/or assigns, performing work as part of this project adhere to any, and all, applicable local, state, and/or federal safety standards, guidelines, rules, laws, and other industry standards and/or best practices related to the work being performed and will also be required to acknowledge the same as part of any contract with the SCLB.

SCOPE OF WORK, GENERALLY

The selected CMc will construct the project and provide construction management services including, **but not limited to**, the following:

- A. Project cost estimating and value engineering;
- B. Constructability reviews;
- C. Bid package scope development;
- D. Project schedule development;
- E. Bid review and evaluation;
- F. Pre-construction and progress meetings;
- G. Construction inspection and field orders;
- H. Shop drawing review;
- I. Payment requests and change orders;
- J. Equipment startup and punch lists;
- K. Document control and distribution, including O&M manuals and record drawings;
- L. A web-based project management information system that can be easily configured for this project to log and store all project-related information, in addition to any project management information system utilized by SCLB in the overall administration of the project.

PROFESSIONAL QUALIFICATIONS, GENERALLY

Qualification statements must include, but may not be limited to, the following:

- A. Company/Firm Information
 - 1. FEIN (different from UEI number below)

2. Federal Unique Entity Identifier (UEI) and CAGE Code (available from Sam.gov)
 3. Location of primary office
 4. Total number and location of offices
 5. Proximity to project site
 6. Number of years in business
 7. Identification, qualifications, and experience of key personnel
 8. Identification of expected project superintendent
 9. Firm's background and experience with projects of similar size and scope
- B. Capacity
1. Size/Availability of staff
 2. Firm's equipment and facilities
 3. Sub-consultants
 4. Current and similar projects in-progress
- C. References
1. Indicate other county land banks or county, municipal, or township governments for which the firm has performed similar work in the past three (3) years;
 2. Indicate other projects for which the firm has performed similar work in the past three (3) years.

MANDATORY PROJECT MEETING & TOUR

Respondents to this RFP must attend a **mandatory** project meeting on **Monday, March 25, 2024, at 9:00 a.m.**, at the project site located at **1040 E. Tallmadge Avenue, Akron, Ohio 44310, in Room 119A**. The meeting and tour are expected to last approximately 60 minutes and at least one representative from each entity submitting a response to this RFP must sign in and be present for the entire project meeting and tour. Failure to sign in, attend, and/or stay for the entirety of the project meeting and tour will result in disqualification from this RFP process.

QUESTIONS/FAQs

Questions related to this RFP must be submitted in writing and via email no later than **12:00 p.m. (EST), Tuesday, March 26, 2024**. Answers to submitted questions will be posted to the SCLB website for all interested respondents by 12:00 p.m., Thursday, March 27, 2024. Questions submitted after the deadline above will not be answered or included in the FAQ section on the SCLB website. Questions may be consolidated, or otherwise edited, for clarity, brevity, etc.

SUBMISSION PROCESS

All responses to this RFP must be submitted electronically through an online portal accessible by visiting the Opportunities page of the SCLB website. The online portal will open on Monday, March 18, 2024, and responses must be submitted **no later than 11:59:59 p.m. (EST) on Thursday, March 28, 2024**, after which the online portal will automatically close. Late or incomplete submissions **will not** be accepted or reviewed. SCLB staff **will not** be available after normal business hours to assist with any submission-related issues. It is the responsibility of any respondents to this RFP to ensure successful submission prior to the established deadline. Normal business hours for the SCLB are Monday through Friday, 8:00 a.m. to 4:00 p.m.

To access the online portal and to submit a response to this RFP, please visit the SCLB website by following [this link](#) or by visiting www.summitlandbank.org/opportunities.

SELECTION PROCESS

The SCLB will review all submissions for completeness and adherence to submission requirements. Additional evaluation criteria may include, but shall not be limited to:

- A. Overall responsiveness to the RFP and the quality of the submitted response;
- B. Demonstrated ability to perform the work required;
- C. Demonstrated expertise and proficiency in construction management services;
- D. Demonstrated expertise with Project Labor Agreements and Prevailing Wage requirements;
- E. Level of satisfaction of current and/or previous clients.

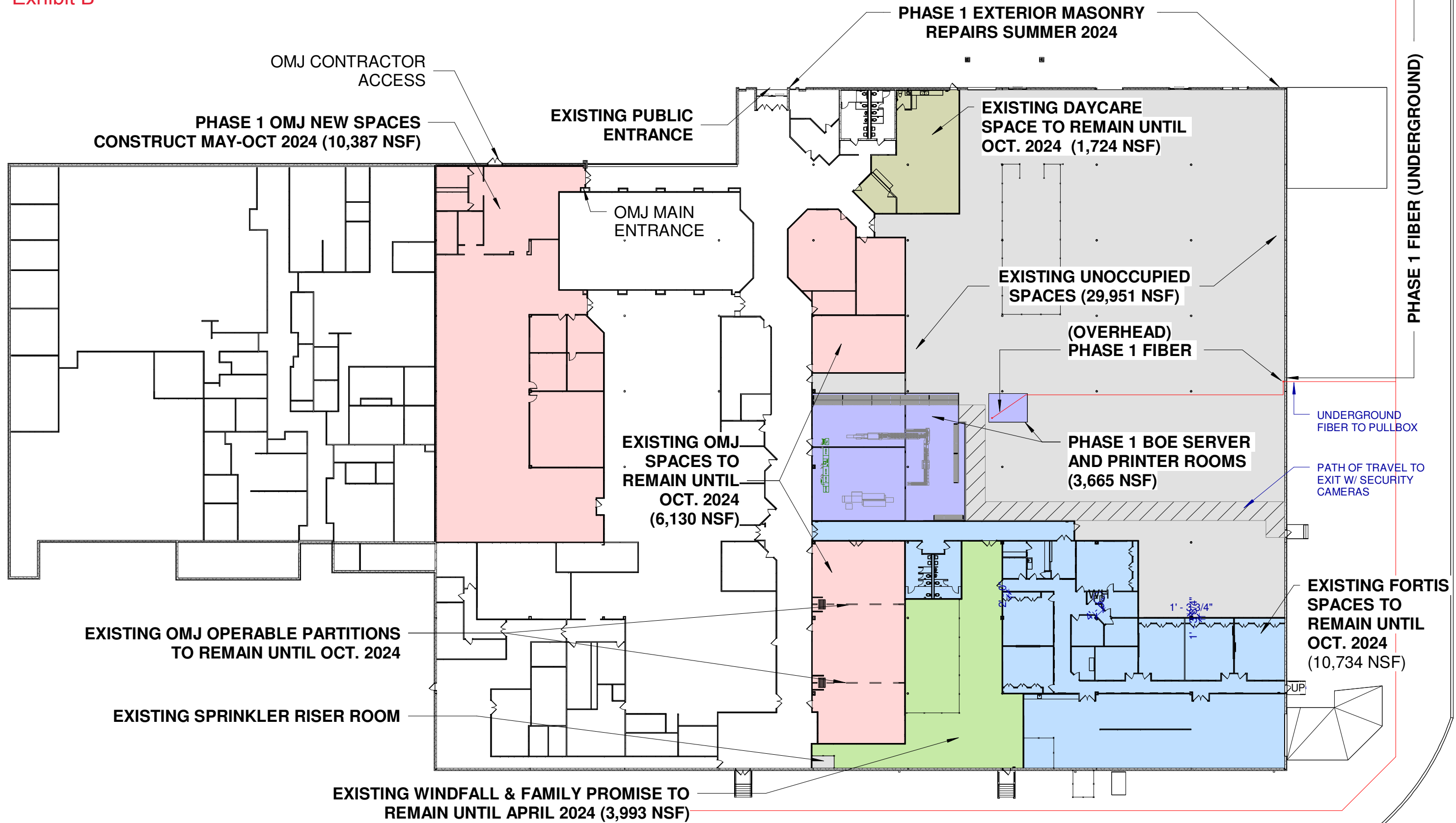
Certain entities may be invited, at the sole discretion of the SCLB, to an interview with the SCLB to discuss their proposal.

DISCLAIMERS & LIMITATIONS

This RFP is being issued by the Summit County Land Bank (SCLB), a nonprofit community improvement corporation. Submission of a response to this RFP is not a guarantee the SCLB will accept, review, or select any submission or award any contract. The SCLB is a nonprofit corporation and is not subject to public bidding requirements. The SCLB may accept and review, or refuse to accept or review, any submission, and may choose any vendor or no vendor, for any reason or for no reason. Acceptance and review of any submission and the selection of any vendor is at the sole discretion of the SCLB. The SCLB reserves the right to reject any, and all, submissions, require additional information or documentation, and/or waive any irregularities in the selection process. No rights, express or implied, or responsibilities are intended or created by, or for, any party within, or because of, this RFP. Failure by the SCLB, by and through its board of directors, officers, staff, agents, or assigns, to comply with the guidelines established in this RFP shall not give any party the right to contest, appeal, change, rescind, delay, or overturn, any decision or transaction, and shall not provide for any claim for damages or other relief, nor is a failure to comply with this RFP a failure of a duty, of any kind, of the SCLB, its board of directors, staff, officers, agents, or assigns. **Submission of a response to this RFP shall be deemed as an understanding and acceptance of these terms.** These terms shall be incorporated and restated within any agreement arising from this RFP.

Exhibit A

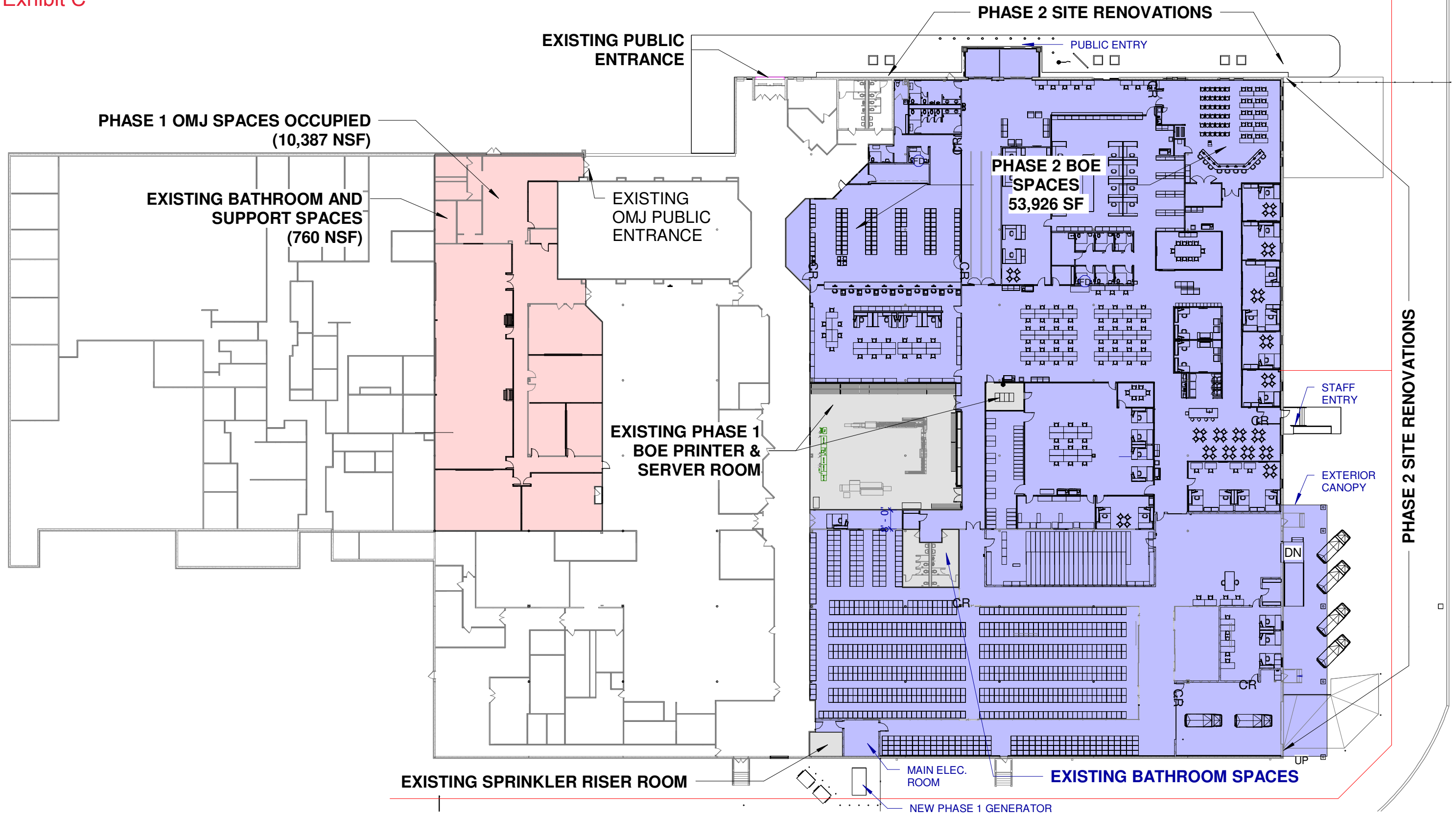
| PROJECT SCHEDULE | | | | | | | | | | | | | | | | | | |
|--|--|----------|---|-------|-----|------|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| DESIGN & CONSTRUCTION SCHEDULE | | 2024 | | | | | | | | | | 2025 | | | | | | |
| PHASE | SUMMIT COUNTY BOARD OF ELECTIONS VOTING CENTER AND OHIO MEANS JOBS TRAINING CENTER | FEBRUARY | MARCH | APRIL | MAY | JUNE | JULY | AUGUST | SEPTEMBER | OCTOBER | NOVEMBER | DECEMBER | JANUARY | FEBRUARY | MARCH | APRIL | MAY | JUNE |
| | | 1 | OHIO MEANS JOBS INTERIOR RENOVATION & BOARD OF ELECTIONS (PRINT & SERVER ROOMS) | | | | | | | | | | | | | | | |
| | Concept Plan Approval | | ◆ | | | | | | | | | | | | | | | |
| | Design | | ■ | ■ | | | | | | | | | | | | | | |
| | CM Project Review & Costing | | | ■ | ■ | | | | | | | | | | | | | |
| | Plan Review & Permits | | | | ■ | ■ | | | | | | | | | | | | |
| | Bidding and Procurement | | | | | ■ | ■ | | | | | | | | | | | |
| | Construction | | | | | | ■ | ■ | ■ | ■ | | | | | | | | |
| | OMJ - Target Completion - November 2024 | | | | | | | | | ◆ | | | | | | | | |
| | Fiber Installation - Testing and connections | | | | | ◆ | ■ | ■ | | | | | | | | | | |
| | BOE Ballot Printer, Server Room and Ballot Drop Box | | | | | | ■ | ■ | | | | | | | | | | |
| | BOE Printers Operational - 2 months <i>ahead of</i> Election Day | | | | | | | | ■ | ◆ | | | | | | | | |
| 2 | BOARD OF ELECTIONS - INTERIOR AND EXTERIOR RENOVATION | | | | | | | | | | | | | | | | | |
| | Design Development Plan Approval | | ◆ | | | | | | | | | | | | | | | |
| | Design - Budget Alignment | | ■ | | | | | | | | | | | | | | | |
| | Construction Documents | | | ■ | ■ | ■ | | | | | | | | | | | | |
| | CM Project Review & Costing | | ■ | | | ■ | | | | | | | | | | | | |
| | Plan Review and Permits | | | | | ■ | | | | | | | | | | | | |
| | Bidding and Procurement | | | | | | ■ | ■ | | | | | | | | | | |
| | Construction | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | |
| | BOE - Furniture & Equipment, IT Testing | | | | | | | | | | | | | | ■ | ■ | | |
| | BOE - Target Completion - May 2025 | | | | | | | | | | | | | | | | ◆ | |
| Date: February 20, 2024. The above schedule is preliminary. The construction manager will refine the schedule. | | | | | | | | | | | | | | | | | | |



PHASE 1 APRIL-OCTOBER 2024

BOARD OF ELECTIONS

PROJECT # 23099.000 03/07/2024



PHASE 2 SEPT 2024 - MAY 2025

BOARD OF ELECTIONS

PROJECT # 23099.000 03/07/2024

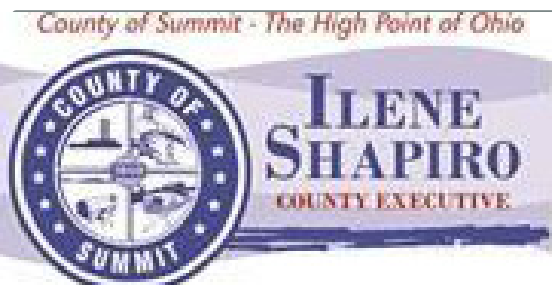


Exhibit D

"General Decision Number: OH20240100 01/26/2024

Superseded General Decision Number: OH20230100

State: Ohio

Construction Type: Building

County: Summit County in Ohio.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|---|--|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | <ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024. |

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/05/2024 |
| 1 | 01/26/2024 |

ASBE0003-002 08/01/2022

| | Rates | Fringes |
|---|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR..... | \$ 41.23 | 25.05 |

BROH0007-001 06/01/2022

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| BRICK POINTER/CAULKER/CLEANER.... | \$ 33.56 | 20.89 |

BROH0007-003 06/01/2022

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 33.56 | 20.89 |

BROH0008-007 06/01/2022

| | Rates | Fringes |
|--------------------|----------|---------|
| TILE FINISHER..... | \$ 24.16 | 16.11 |

BROH0036-002 05/01/2022

| | Rates | Fringes |
|------------------|----------|---------|
| TILE SETTER..... | \$ 30.91 | 14.94 |

* CARP0285-005 05/01/2023

| Rates | Fringes |
|-------|---------|
|-------|---------|

CARPENTER (Including Drywall Hanging, Metal Stud Installation, and Form Work).....\$ 34.53 22.88

ELEC0038-004 04/24/2023

| | Rates | Fringes |
|--|-------|---------|
| ELECTRICIAN (HVAC/Temperature Controls Installation Only).....\$ 43.13 | | 23.31 |

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

ELEC0306-009 05/29/2023

| | Rates | Fringes |
|--|-------|-------------|
| ELECTRICIAN (Excludes Low Voltage Wiring and Installation of HVAC/Temperature Controls).....\$ 40.15 | | 5.25%+20.85 |

ELEC0306-010 12/26/2022

| | Rates | Fringes |
|--|-------|------------|
| ELECTRICIAN (Low Voltage Wiring Only).....\$ 26.23 | | 4.5%+14.55 |

ELEV0045-004 01/01/2023

| | Rates | Fringes |
|--------------------------------|-------|------------|
| ELEVATOR MECHANIC.....\$ 55.63 | | 37.335+a+b |

PAID HOLIDAYS:

- a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

- b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0018-042 05/01/2018

| | Rates | Fringes |
|--------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| Crane..... | \$ 39.46 | 15.09 |
| Oiler..... | \$ 28.68 | 15.09 |

ENGI0018-045 05/01/2018

| | Rates | Fringes |
|------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| Backhoe/Excavator/Trackhoe.. | \$ 37.38 | 15.09 |

ENGI0066-045 06/01/2017

| | Rates | Fringes |
|--------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| Forklift..... | \$ 28.87 | 19.66 |
| Grader/Blade..... | \$ 32.42 | 19.66 |
| Mechanic..... | \$ 32.92 | 19.66 |

IRON0017-011 05/01/2023

| | Rates | Fringes |
|---|----------|---------|
| IRONWORKER | | |
| Ornamental, Reinforcing, & Structural..... | \$ 35.83 | 28.01 |

LAB00310-005 05/21/2021

| | Rates | Fringes |
|--|----------|---------|
| LABORER | | |
| Mason Tender - Cement/Concrete..... | \$ 28.07 | 21.52 |

LAB00894-006 06/01/2018

| | Rates | Fringes |
|---------------------------|----------|---------|
| LABORER | | |
| Common or General..... | \$ 31.07 | 10.90 |
| Mason Tender - Brick..... | \$ 31.22 | 10.90 |
| Pipelayer..... | \$ 31.27 | 10.90 |

PAIN1162-003 05/01/2023

| | Rates | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 29.37 | 14.39 |

PLAS0031-019 05/01/2014

| | Rates | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 29.51 | 15.67 |

PLAS0109-002 05/01/2023

| | Rates | Fringes |
|------------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER.... | \$ 32.34 | 22.95 |

PLUM0120-010 05/02/2022

| | Rates | Fringes |
|--|----------|---------|
| PIPEFITTER (Excludes HVAC Pipe Installation)..... | \$ 44.07 | 28.34 |

ROOF0044-003 04/30/2023

| | Rates | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 37.75 | 20.68 |

SHEE0033-027 06/01/2023

| | Rates | Fringes |
|--|----------|---------|
| SHEET METAL WORKER (HVAC Duct Installation Only)..... | \$ 34.90 | 30.49 |

SHEE0033-041 06/01/2023

| | Rates | Fringes |
|---|----------|---------|
| SHEET METAL WORKER (Excluding HVAC Duct Installation)..... | \$ 34.90 | 30.49 |

SU0H2012-102 08/29/2014

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

OPERATOR: Bobcat/Skid

| | | |
|--|----------|-------|
| Steer/Skid Loader..... | \$ 32.30 | 10.80 |
| OPERATOR: Bulldozer..... | \$ 29.23 | 12.76 |
| OPERATOR: Loader..... | \$ 29.66 | 12.61 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete)..... | \$ 31.48 | 12.80 |
| OPERATOR: Roller..... | \$ 31.48 | 12.80 |
| PAINTER (Brush and Roller)..... | \$ 20.55 | 1.88 |
| PAINTER: Spray..... | \$ 22.78 | 12.40 |
| PIPEFITTER (HVAC Pipe Installation Only)..... | \$ 35.12 | 0.00 |
| PLUMBER..... | \$ 27.79 | 14.49 |
| TRUCK DRIVER: Dump (All Types)... | \$ 24.32 | 11.73 |

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>.

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations
Wage and Hour Division

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

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 journeyworkers 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 journeyworkers 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.