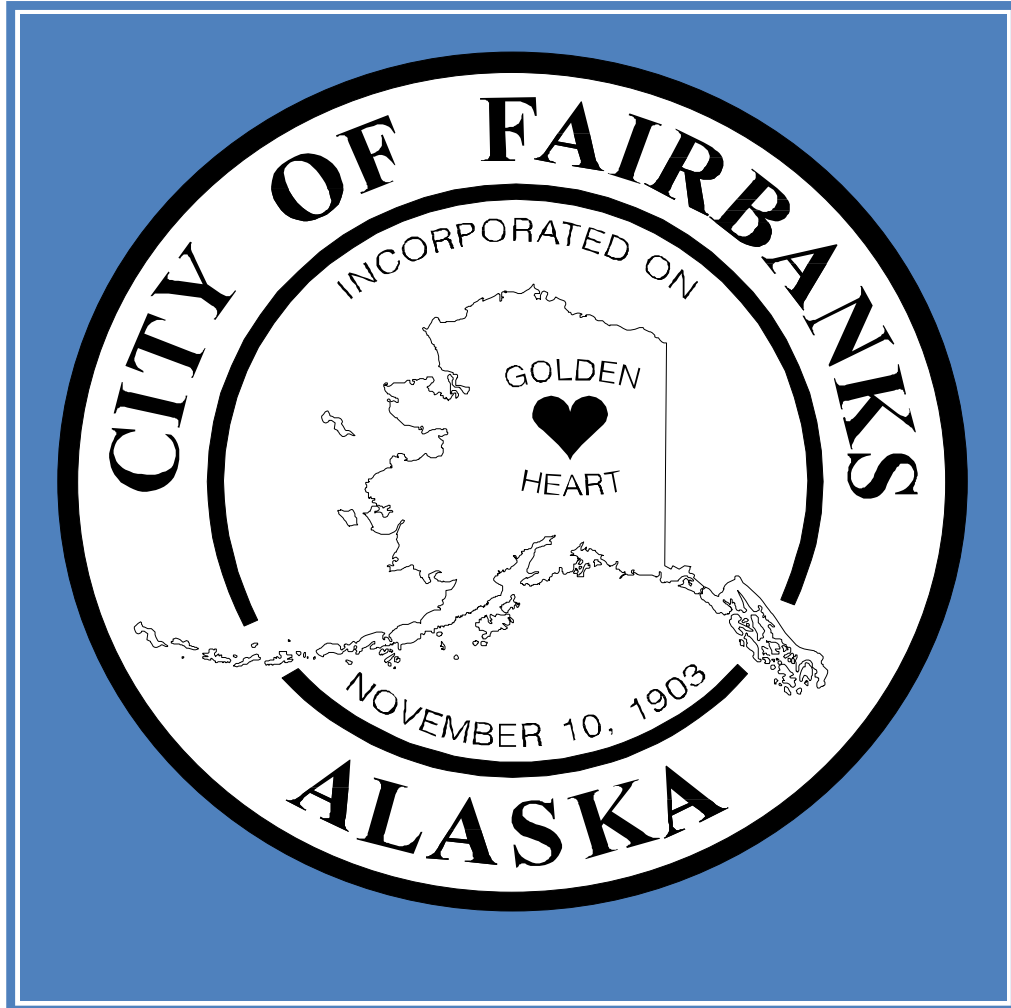


CITY OF FAIRBANKS

Request for Design-Build Proposals

Project No.: RFP-22-01

**FAIRBANKS SENIOR CENTER DINING AND  
KITCHEN AREAS ADDITION**



MARCH 2022  
City of Fairbanks  
800 Cushman Street  
Fairbanks, Alaska 99701



CITY OF  
FAIRBANKS

REQUEST FOR PROPOSAL  
COVER SHEET

**PROPOSAL DEADLINE**

Date: March 29, 2022  
Time: 2:00 PM

ADVERTISE DATE: March 4, 5 & 6, 2022

PROJECT NO: RFP-22-01  
FAIRBANKS SENIOR CENTER KITCHEN  
AND DINING AREA ADDITION

**DELIVER PROPOSALS TO:**  
Office of the City Clerk  
City of Fairbanks  
800 Cushman Street  
Fairbanks, Alaska 99701

**Proposals Delivered To Another Location Will  
Not Be Considered. Offices Closed 12-1:00 PM**

**PROJECT MANAGER**

JEFF WHIPPLE  
City of Fairbanks Engineering Dept.  
800 Cushman St., Fairbanks, AK 99701  
Office: (907) 459-6743  
Cell: (907) 888-5593  
Email: [jwhipple@fairbanks.us](mailto:jwhipple@fairbanks.us)

**SECTION FOR VENDOR USE: RETURN THIS ORIGINAL, COPY FOR YOUR FILES**

PROJECT: \_\_\_\_\_  
 DATE OF PROPOSAL: \_\_\_\_\_  
 BUSINESS NAME: \_\_\_\_\_  
 BUSINESS LICENSE NUMBER: \_\_\_\_\_  
 MAILING ADDRESS: \_\_\_\_\_  
 PHYSICAL ADDRESS: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 (signature)

THIS IS NOT AN ORDER. THE ATTACHED TERMS AND CONDITIONS SHALL BECOME PART OF ANY CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSAL. PROPOSALS SHALL BE SUBMITTED IN THE INDICATED FORMAT; ORIGINAL SIGNATURES MUST BE SUBMITTED ON THE FORM PROVIDED.

## SECTION 0

### REQUEST FOR DESIGN-BUILD PROPOSALS

The City of Fairbanks is requesting proposals from firms qualified and interested in providing:

#### **FAIRBANKS SENIOR CENTER KITCHEN AND DINING AREAS ADDITION**

#### **Project No. RFP-22-01**

The design-build contract will be for all services required for the following:

**BASE BID:** For the remodeling of the existing kitchen combined with design and construction of approximately 2,400 sq. ft of additional finished kitchen area to include process/flow revision to ensure sanitation. This will include areas for packaging meals, shelves, storage for bulk emergency food supplies, that will be distributed to the community as needed and installation of owner supplied walk-in cooler, walk-in freezer, and electric double stack commercial oven.

**ALTERNATE 1:** For the remodeling of the existing dining area combined with design and construction of approximately 1,950 sq. ft of additional finished dining area space to provide for educational programs, exercise classes, and packaging and staging area for the Meals on Wheels volunteers.

Davis Bacon Act and other federal labor standard requirements apply. Housing and Urban Development Contract provisions apply as shown in the RFP documents.

Selection Process: **This RFP is a single step process to select the best cost/highest scoring technical proposal. The City intends to award the design-build contract to the highest scoring proposal.**

**RFP Documents:** Interested firms may obtain RFP 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>. Senior Center Building As-builts are also available via the City of Fairbanks website.

It is your **Mandatory** responsibility to register as an RFP Holder by contacting Jeff Whipple, Project Manager at (907) 459-6743 or at [jwhipple@fairbanks.us](mailto:jwhipple@fairbanks.us). Only RFP registered holders will be allowed to propose, or will receive addenda to the RFP, if any. A **Mandatory** pre-bid tour will be held on March 15, 2022 at 11:00 AM at the project site, Fairbanks Senior Center, 1424 Moore St. Fairbanks, AK 99701.

**Submittal Deadline:** Proposals will be received until 2:00 PM (local time) on March 29, 2022 at the City Clerk's Office, 800 Cushman St., Fairbanks AK.

**Project:** The RFP documents identify the Scope of Work in greater detail.

**Publish:** Fairbanks Daily News-Miner March 4th, 5th & 6th, 2022

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## SECTION 1

### THE CITY OF FAIRBANKS REQUEST FOR DESIGN-BUILD PROPOSALS

#### PROJECT: FAIRBANKS SENIOR CENTER DINING AND KITCHEN AREAS ADDITION. INVITATION NUMBER: RFP-22-01

## SECTION 1

### 1.1 INVITATION TO SUBMIT PROPOSALS.

The City of Fairbanks, 800 Cushman Street, Fairbanks, Alaska 99701, on behalf of FAIRBANKS SENIOR CENTER, hereby requests proposals from qualified firms to design and fully construct a dining area and kitchen addition at Fairbanks, Alaska.

The project includes 100% turn-key construction of new additions, wood frame structures. City of Fairbanks building permits are required for all phases of construction. Codes and standards are most current adopted by the City of Fairbanks Building Department.

Contractor shall independently verify all field conditions, including but not limited to foundation, power, water and sewer, and site drainage, providing for each as necessary to complete the turn-key product.

The Design-Builder selected will provide all services necessary to design and furnish the specified Work in accordance with the guidelines and standards in this Request for Proposals. Proposals will be evaluated for their response to selection criteria, material specifications, functional design, and features.

The City reserves the right (a) to terminate this selection process at any time, (b) to reject any or all proposals, and (c) to waive formalities and minor irregularities in the proposals received. All proposals submitted shall be considered the property of the City.

The City further reserves the right to conduct a pre-award survey and to interview of any firm under consideration to confirm any of the information furnished by the firm.

### 1.2 PROJECT OVERVIEW:

Guidance and Architecture: The Owner desires that construction be architecturally designed to serve the needs of Fairbanks Senior Center located at 1424 Moore St. Fairbanks, AK 99701.

The design-build contract will be for all services required for the following:

**BASE BID:** For the remodeling of the existing kitchen combined with design and construction of approximately 2,400 sq. ft of additional finished kitchen area to include process/flow revision to ensure sanitation. This will include areas for packaging meals,

shelves, storage for bulk emergency food supplies, that will be distributed to the community as needed and installation of owner supplied walk-in cooler, walk-in freezer, and electric double stack commercial oven.

**ALTERNATE 1:** For the remodeling of the existing dining area combined with design and construction of approximately 1,950 sq. ft of additional finished dining area space to provide for educational programs, exercise classes, and packaging and staging area for the Meals on Wheels volunteers.

Davis Bacon Act and other federal labor standard requirements apply.

Proper adjacency of these spaces and functions should provide for smooth, logical flow of occupant daily activities. Coupled with the need for functional design and durability.

Finishes, e.g., casework, floor coverings, doors, trim, fixtures, hardware, equipment, and accessories must reflect above-average durability, be easily maintained (including parts and service), match existing, and be designed for replacement at the end of useful life without undue difficulty.

### **1.3 INSTRUCTIONS TO PROPOSERS**

#### **1.3.1 INTENT**

It is the intent of this contract to secure design-build systems for the Fairbanks Senior Center as specified in the following Sections. Information is provided in the form of narratives and is intended to set a standard of quality for meeting the space criteria for the facility and to establish the general scope of work and required performance for the installation of all building components. Furthermore, delivery of turn-key additions may require products not specified in this Request for Proposal, but to which the Owner shall be nevertheless entitled. If a system or component is not specified but is necessary to the construction and usual function of the Fairbanks Senior Center, that system or component is implied and therefore required. Finally, except as noted in this section, the RFP narrative are not intended to limit the originality of the Design-Builder, and variations will be considered, are encouraged, and should be discussed with the proposal package submittals.

### **1.4 SCOPE OF WORK:**

#### **a. Identification of the Project Site**

The Project Site located at 1424 Moore St. Fairbanks, AK 99701.

#### **b. Demolition: Perform demolition as needed for the remodeling and additions.**

1: Hazardous Materials Survey:

The City has not performed a Hazardous Building Materials Survey. It is the obligation of the successful proposer to perform their own survey and knowledgeable of associated OSHA, EPA, ADEC, HUD and local landfill regulations in matter of the required demolition. Within these regulations, Proposers shall independently determine the cost / benefit of means and methods, employing techniques in full compliance with Federal, State and Local laws and regulations, without limitation. Furnish the Owner all documentation, approvals, and chain-of custody reports.

## **1.5 SITE WORK**

Site Work: Clearing & grubbing, excavation, backfill and compaction. Provide new cement concrete flat work, sidewalks, steps, ADA access ramp and housekeeping pads at each building entrance, and parking area.

## **1.6 LANDSCAPING**

General: The finished project site shall be landscaped as to all areas not otherwise covered by flat work or other site improvements.

## **1.7 FOUNDATION**

Foundation, Insulation & Damp Proofing: Retrofit rigid insulation around the foundation perimeter. Product: Expanded Polystyrene; required 4", Desired up to 8". Contractor shall excavate the foundation as necessary for this retrofit, filling in compacted lifts of 8 inches. Provide damp proofing in continuous, self-adhesive membrane.

## **1.8 SUPERSTRUCTURE**

- a. Provide superstructure of steel frame construction to meet current codes and requirements.
- b. Capacity: The construction will provide loadbearing substructure members as required by code and designed to distribute dead loads, live loads, and environmental loads so that bearing capacity of soil is not exceeded.
- c. Floors and stairs, general: The construction will employ such techniques, adhesives and fasteners such that floors and stairs are not prone to future loosening or squeaking.
- d. Operation and Maintenance: The construction will provide substructure elements that will endure for the lifetime of the building without replacement and with minimal maintenance.

## **1.9 ROOFING**

Basic Function:

- a. The construction will provide a weather-proof enclosure over the entire "top-side" of building that also excludes unwelcome people, animals, and insects without requiring specific action by occupants, while shedding water and preventing uncontrolled water infiltration, withstanding anticipated loading conditions, and providing required secure access.
- b. The construction will provide all fixtures needed on the roof due to the design or indicated in the project program.
- c. Roofing comprises the following elements, as may be required by the Design Solution:
  1. Roof Coverings: Weather barriers, vapor retarders, insulation, wearing surfaces, water collectors and conductors.
  2. Roof Openings: Ventilation openings only.
  3. Roof Fixtures: All elements attached to the roof unless equipment or services.
  4. Run-Off: The construction will direct water run-off via collectors and conductors (gutters, downspouts).
  5. Roof Slope: Design to accommodate connection to existing flat roof.
- d. Substantiation: Post-Construction: Roof inspection conducted in the first spring after completion of roofing, after chance of snow has passed.
- e. Roof Covering: Match existing roof covering.
- f. Water Penetration: Per IBC.

## **1.10 BUILDING ENVELOPE**

Thermal Performance: The construction will have thermal resistance as necessary to maintain interior comfort levels specified and in accordance with code.

## **1.11 INTERIOR CONSTRUCTION - GENERAL**

Basic Function:

- a. The construction will provide appropriately finished interiors for all spaces indicated in the drawing, equipped with interior fixtures as required to function properly for specific occupancies.
- b. Interior Construction: All elements necessary to subdivide and finish space enclosed within the shell, including applied interior surfaces of the exterior enclosure.
- c. Interior Fixtures: All elements attached to interior construction that add functionality to enclosed spaces, except for elements classified as equipment or services fixtures.
- d. The construction will provide finishes for interior surfaces that are appropriate for the functions of each space. The objective is to provide durable, long-life, low



maintenance finishes in all areas subject to occupant wear and tear.

- e. Amenity and Comfort: Access: The construction will provide access to all primary interior spaces from Circulation spaces
- f. View / Window Placement: The construction will provide views to the building exterior from most locations within primary interior spaces.
- g. Artificial Lighting:
  - 1. Light Levels: The construction will provide minimum light levels not less than those recommended in most recent Illuminating Engineering Society of North America (IESNA) Lighting Handbook, for the types of tasks and occupancies anticipated in each category of space.
  - 2. Provide motion activated light fixtures at all exterior locations.
  - 3. Lighting Type: The construction shall employ Light Emitting Diode lighting fixtures (LED), line voltage or low voltage, depending on fixture. Submit cut sheets with proposal, Kichler, Lithonia, or approved equal. Submit fixture schedule or cut sheets. Guidance: architectural grade in kitchen and dining at minimum, utilitarian fixtures where appropriate.
- h. Acoustical Performance:
  - 1. Sound Attenuation: The construction will provide interiors that maintain ambient sound levels in and between all primary spaces. Utilize full-thick fiberglass sound batts and 24-gauge Resilient Channel (“RC”).
- i. Finishes:
  - 1. General: Provide Level 4 drywall finish.
  - 2. Flooring, General: VCT, Resilient Flooring and Carpet. Flooring shall be slip resistant. c. Locks and Latches: Match existing.

### **1.12 EXTERIOR CLADDING & TRIM**

- a. Exterior vertical surfaces shall not require refinishing for a warranty period of 5 years or manufacturer’s warranty, whichever is longer.
- b. Siding, Trim and Soffit materials shall match the existing structure colors. Siding to be an EIFS (exterior insulation finishing system) or approved equal. Trim and Soffit shall be galvanized coated steel or approved equal

### **1.13 COMM and DATA**

The additions shall be wired for telephone and data using Structured Cable and associated components. Each cable shall be easily converted from phone to data. Each room in the approved design shall have at least two points for user connections, with jacks mounted in opposing or adjacent room walls, based on best anticipated furniture layout and / or occupant use. Coordinate with Owner.

### **1.14 POWER and POWER DISTRIBUTION**

- a. All work per current City of Fairbanks Building Departments adopted code. The following guidance and requirements are provided.
- b. Major equipment: Match existing.
- c. Conductors: size and provide conductors as required by the Electrical Code. Prohibited: Aluminum.
- d. Raceways / Conduits: Comply with Code. Intent: where Code allows “Romex”, electrician is allowed to provide same; where Code requires other raceways, eg., MC cable, EMT or RSC, provide at required locations only. Exceeding the Code is not required.
- e. Switches, outlets, and outlet / switch covers: Per code.
- f. For lighting circuits, provide three-way switching at every suitable location. Provide dimmers in kitchen and open living areas.
- g. Outlet Quantity: provide general and utility power outlets to accommodate multiple arrangements of furnishings or other equipment, including storage areas. Note: Quantity and location of kitchen counter outlets shall be coordinated by a qualified kitchen designer and shall be “generous”.
- h. Panel Space: ensure that at least four (4) spare 20 Amp circuits are available in new panel for future use.

#### **1.15 PLUMBING and MECHANICAL**

All work per current City of Fairbanks Building Departments adopted code.

#### **1.16 FIRE PROTECTION**

- a. Sprinklers: The City of Fairbanks Fire Department and Building Department determined the proposed kitchen and dining area expansions would not require the use of or upgrade to a fire sprinkler system.
- b. Fire Alarm. Furnish Fire Alarm Control Panel and Field Devices as approved by the City of Fairbanks Fire Marshall. Provide all associated parts / components from head-end through operational dialer connection to 911 Dispatch, turn-key.
- c. Fire Extinguishers: Provide approved fire extinguishers at the locations directed by the City of Fairbanks Fire Marshall.
- d. Coordinate with City of Fairbanks Building Department and Fire Marshall, comply with all plan reviews, inspections and requirements.

#### **1.17 FENESTRATION**

- a. Observe energy efficiency best standards of practice in window placement.
- b. Comply with Building Code requirements for egress window units.
- c. In all non-egress locations, provide sufficient operator units to assure crossflow ventilation during summer months. Provide four (4) spare operator handles.

### 1.18 COMMERCIAL EQUIPMENT & ACCESSORIES

Kitchen Appliances. Install owner supplied walk-in cooler, walk-in freezer and electric convection double stack commercial oven. Remove/Replace or upgrade ventilation system to meet the needs of the appliances and facility.

### 1.19 AMERICANS WITH DISABILITY ACT COMPLIANCE (ADA)

The Project shall be designed and constructed in full ADA compliance, in accordance with the International Building Code, as adopted by the City of Fairbanks, and as applies to this building classification and as based on the approved design solution.

### 1.20 FLOOR PLAN

Floor plan: Simple floor plan sketches are included in Section 8. These plans are not professionally prepared and should not be considered as instructions to the Design-Builder. The floor plans merely suggest adjacencies and illustrate that the intended uses can be met within the probable building footprint. Proposers shall submit an architecturally prepared floor plan, together with sufficient elevation views to clearly express the design-build solution.

## 1.3 PROPOSAL REQUIREMENTS.

Proposals submitted by interested firms must include the following elements:

**Part A - Qualifications and Technical Proposal**, as required below.

Provide a brief description of your firm's capabilities, history and experience with remodel / addition work very similar to this project. Please describe. Complete Proposals shall be submitted in five (5) copies and shall further contain:

- 1.3.1. Proposed structure to manage the project, including identification of individuals to fill key roles. Briefly identify:
  - a. Firm, including years in business under the same name
  - b. Superintendent / Project Manager (one person may fill both roles)
  - c. Alaska Licensed Architect
  - d. Alaska Licensed Engineer, appropriate structural experience.
  - e. Alaska Licensed Electrical Administrator
  - f. Alaska Licensed Mechanical Administrator
  - g. Alaska Business License
  - h. City of Fairbanks Business License
  - i. Subcontracted Specialty Trades

**1.3.2.** Submit a project schedule based upon the number of calendar days required to perform the work following Notice to Proceed under the Agreement.

- a. Owner Meetings and consultation
- b. Final Construction Documents and Building Permits, as required by the City of Fairbanks Building Official. A Building Permit shall be applied for by the selected Firm, bearing cost for same.
- c. Materials Delivered and Commencement of the Work
- d. Substantial Completion of the Work (suitable for occupancy and use)

**1.3.3** Submit Technical Proposal cover letter including brief design / construction narrative.

**1.3.4** Submit the following Technical Data:

- a. Drawings: Include in your proposal a sketch that depicts the Proposer's response to the Owner's requirements. Drawing can in a basic form, but sufficient to clarify the Proposer's solution.
- b. Equipment List and Cut Sheets: Provide a list of all proposed equipment including manufacturer, capacity, features, and cut sheets.
- c. Warranties: Manufacturer's and Vendor warranties that will be provided with this work, two years for labor, with equipment warranties as specified by manufacturer.
- d. **EXCLUDED WORK:** None

**Part B - Contract Price Submittal** shall be submitted concurrently on the Proposal Price Form, included in **Section 5**, in a separate sealed envelope. State on the Proposal Price Form the Proposer's lump sum fee, on a turnkey basis, such that nothing remains to be purchased or performed by the Owner.

**1.4 CRITERIA FOR EVALUATION OF PROPOSALS.**  
See Section 6, Design/Build Proposal Evaluation Criteria.

**1.5 PROPOSAL DUE DATE.**  
Proposals shall be due at the **City Clerk Office at 800 Cushman Street, Fairbanks, Alaska, 99701-4615 by March 29, 2022 at 2:00 PM.** Proposals shall be considered proprietary and confidential information, until completion of the Design/Builder Selection Procedure. Upon completion of the Selection Procedure, the written proposals submitted by all interested firms shall be considered the property of the City.

**1.6 SELECTION PROCEDURE.**

The selection of a Firm for the proposed project shall be based upon a thorough and subjective consideration of each firm's ability to perform the services described in the RFP. The following procedure will be observed in the selection of the Firm for the project:

**Qualifications, Technical Proposal and Fixed Price Proposal.**

THE CITY's selection team will evaluate each responsive proposal submitted.

**Contract Award.** A binding contract between the successful Proposer and the City is subject to approval by the City Council. Prompt approval is anticipated.

**1.7 REJECTION OF PROPOSALS.**

The City reserves the right to reject any and all proposals in response to this RFP that are deemed not to be in its best interest. The City further reserves the right to cancel or amend this RFP at any time and will notify all registered Proposers accordingly.

**1.8 PROPOSAL DOCUMENT LIST**

The following documents included in this Request for Proposal:

- SECTION 00.** Cover Sheet.
- SECTION 0.** Announcement.
- SECTION 1.** This Request for Proposals (RFP) dated March 4, 5 & 6, 2022
- SECTION 2.** Agreement between Owner and Design/Builder
- SECTION 2.1** Federal Contract Clauses – Housing & Urban Development
- SECTION 3.** General Conditions
- SECTION 4.** Bonds, Insurance & Certifications.
- SECTION 5.** Fixed Price Proposal Form
- SECTION 6.** Evaluation Criteria.
- SECTION 7.** Davis Bacon Wage and federal labor standards.
- SECTION 8.** Owner Provided Sketches, Equipment Documentation & As-builts

**PROJECT SCHEDULE**

Subject to the requirements and constraints outlined in the paragraph below, the Contracting Agency estimates the following schedule for the referenced Project:

No.	Activity	Deadline
<b>Request for Design-Build Proposals</b>		
1.	RFP Issued	MARCH 4, 2022
2.	Mandatory Pre-Bid Facility Tour 10:00 AM	MARCH 15, 2022
3.	Deadline for Proposer’s Requests for Information (RFI’s).	MARCH 22, 2022
4.	Last Addendum published	MARCH 24, 2022
5.	Deadline for receipt of technical and cost proposals: 2:00 PM	MARCH 29, 2022
6.	Selection Committee evaluates Fixed Price, Qualifications and Technical Proposals according to selection criteria in the RFP.	MARCH 29, 2022 - APRIL 19, 2022
7.	City issues Notice of Intent to Award Contract to the Proposer with the highest scoring proposal. All proposers will be notified.	APRIL 20, 2022
8.	Fairbanks City Council Meeting Resolution Approval	APRIL 25, 2022
9.	City Awards Contract issues Notice to Proceed and turns site over to contractor.	APRIL 26, 2022
10.	PREFERRED Facility Installation Complete and Fully Functional Note: Proposer shall submit completion date, competitive element.	NOV. 30. 2022

The Owner reserves the right to modify the Competition Schedule prior to proposal submittals, or to terminate the RFP at any time.

## SECTION 2

# Agreement Between Owner and Design-Builder - Lump Sum

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

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This **AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_ 2022, by and between the following parties, for services in connection with the Project identified below.

**OWNER:**

*(Name and address)*

**CITY OF FAIRBANKS**  
800 Cushman Street  
Fairbanks, Alaska 99701

**DESIGN-BUILDER:**

*(Name and address)*

**PROJECT:**

*(Include Project name and location as it will appear in the Contract Documents)*

Addition	Project Name:	Fairbanks Senior Center Dining and Kitchen Areas
	Project Location:	1424 Moore St. Fairbanks, AK 99701.
	Project Number:	RFP-22-01

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

## **Article 1**

### **Scope of Work**

**1.1** Design-Builder shall perform all design and construction services, and provide all permitting, material, equipment, tools and labor, necessary to complete both the Base Bid and Alternate 1 work described in and reasonably inferable from the Contract Documents.

## **Article 2**

### **Contract Documents**

**2.1** The Contract Documents are comprised of the following:

- 1.** All written modifications, amendments and change orders to this Agreement issued in accordance with General Conditions of Contract between Owner and Design-Builder (“General Conditions of Contract”);
- 2.** This Agreement, together with all exhibits and attachments, executed by Owner and Design-Builder;
- 3.** The General Conditions of Contract;
- 4.** Federal contract clauses & requirements under Section 2.1 and Section 7, in their entirety;
- 5.** Owner’s Project Criteria; including the Owner’s Request for Qualifications (RFQ) and the Owner’s Request for Proposals (RFP) in their entireties.
- 6.** Design-Builder’s Proposal and exhibits, submitted in response to Owner’s Project Criteria and Request for Proposals (RFP); and any unsolicited concepts and changes to the Proposal accepted by the City in writing.
- 7.** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;
- 8.** The following other documents, if any: *(Identify, for example, Unit Price Schedules, Design-Builder's allowances, Performance Standard Requirements, Owner's Permit List and any other document Owner and Design-Builder elect to make a Contract Document)*

**8.1** The Design-Builders Statement of Qualifications submitted in response to the Owner’s Request for Qualifications (RFQ).



### **Article 3**

#### **Interpretation and Intent**

**3.1** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof with the lower numbered Contract Documents having precedence over higher numbered Contract Documents. Within listed documents or groups of documents, the later dated shall have precedence over the earlier, and specific requirements shall have precedence over general requirements.

**3.2** Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

**3.3** The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

### **Article 4**

#### **Ownership of Work Product**

**4.1 Work Product.** All drawings, specifications and other documents and electronic data furnished by Design-Builder to Owner under this Agreement (“Work Product”) are deemed to be a work for hire, and Owner shall retain the ownership and property interests therein, including the copyrights thereto.

**4.2 Owner’s Responsibility for Use of the Work Product Except in Connection with the Work.** Design-Builder disclaims any and all liability that may arise out of the Owner’s use of the Work Product in connection with any design or construction, other than the Work contemplated under this Agreement. Owner’s use of the Work Product in connection with such other design or construction shall be at the Owner’s sole risk and expense.

### **Article 5**

#### **Contract Time**

**5.1 Date of Commencement.** The Work shall commence within five (5) days of Design-Builder’s receipt of Owner’s Notice to Proceed (“Date of Commencement”) unless the parties mutually agree otherwise in writing.

#### **5.2 Substantial Completion and Final Completion**

**5.2.1** Substantial Completion of the entire Work shall be achieved no later than SEPTEMBER 30, 2022 (“Scheduled Substantial Completion Date”). Final Completion of the entire work shall be achieved no later than NOVEMBER 30, 2022.

**5.2.2** Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows:

1. Complete and submit for review Design Development Documents not later than (14) calendar days after receipt of Owner's Notice to Proceed as indicated in the Design-builder's Proposal.
2. Complete and submit for review 65% Construction Documents not later than (21) calendar days after receipt of Owner's Notice to Proceed as indicated in the Design-Builder's Proposal.
3. Complete and submit for review 100% Construction Documents not later than (28) calendar days after receipt of Owner's Notice to Proceed as indicated in the Design-Builder's Proposal.

**5.2.3** Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable.

**5.2.4** All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

**5.3 Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

**5.4 Liquidated Damages.** Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by seven (7) days after the Scheduled Substantial Completion Date (the "LD Date"), Designer-Builder shall pay Owner Five Hundred and 00/100 Dollars (\$ 500.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are caused by any delay in achieving Substantial Completion.

## Article 6

### **Contract Price**

**6.1 Contract Price.** Owner shall pay Design-Builder in accordance with the General Conditions of Contract the sum of \_\_\_\_\_ (\$XXXXXX.) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

**6.2 Markups for Changes.** If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes: The Design-Builder shall be entitled to a markup for overhead and profit of ten percent (10%) of the net increase in the Contract Price calculated in accordance with the General Conditions. Subcontractors and Design Consultants shall be entitled to a similar markup for their respective sub-subcontractors and subconsultants.

## Article 7

### **Procedure for Payment**

#### **7.1 Progress Payments**

**7.1.1** Design-Builder shall submit to Owner by the seventh (7th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

**7.1.2** Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract and with AS 36.90.200(a), but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

#### **7.2 Withholding Payments and Retainage on Progress Payments**

**7.2.1 Withholding Payments.** The Owner may withhold or refuse payment for any of the reasons listed below, provided it gives written notice of its intent to withhold and of the basis for withholding:

1. The Work is defective, or completed Work has been damaged requiring correction or replacement, or has been installed without approval of shop drawings, or by an unapproved Subcontractor, or for unsuitable storage of materials and equipment;
2. The Contract Price has been reduced by Change Order;
3. The Owner has been required to correct defective Work or complete Work in accordance with Article 2.10.2 of the General Conditions of Contract.
4. The Owner has actual knowledge of the occurrence of any of the events enumerated in Article 11.2.1 of the General Conditions of Contract;
5. Claims have been made against the Owner or against the funds held by the Owner on account of the Design-Builder's actions or inactions in performing this Contract, or there are other items entitling the Owner to set off funds to satisfy such claims;
6. Subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payments for reasons stated in Articles 7.2.1.1 through 7.2.1.5 above;
7. The Design-Builder has failed to fulfill or is in violation of any of its obligations under any provision of this Contract.

**7.2.2 Joint Payment of Funds.** If the Owner has received written notice from the Surety that a Subcontractor, laborer or material man has not been paid as required in their contract with the Design-Builder for services performed, labor furnished or materials supplied; then the Owner may issue payment jointly to both the Design-Builder and Surety. If initiated, joint payment shall continue until notified in writing by the Surety that such action is no longer necessary.

**7.2.3 Retainage.** At any time the Owner finds that satisfactory progress is not being made it may in addition to the amounts withheld under Article 7.2.1 above retain a maximum amount equal to ten percent (10%) of the total amount earned on all subsequent progress payments. This retainage may be released at such time as the Owner finds that satisfactory progress is being made.

**7.2.4** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

**7.3 Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

**7.4 Interest.** Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest in accordance with the provisions of AS 36.90.200(a).

**7.5 Record Keeping and Finance Controls.** With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of five (5) years after Final Payment, or longer as required by applicable laws, Owner and Owner's accountants shall be afforded access from time to time, upon reasonable notice, to Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of five (5) years after Final Payment.

## **Article 8**

**Reserved**

## **Article 9**

### **Representatives of the Parties**

#### **9.1 Owner's Representatives**

**9.1.1** Owner designates the individual listed below as its Contracting Officer which individual has authority and responsibility for avoiding and resolving disputes under Section 10.1 of the General Conditions of Contract:

Robert H. Pristash, PE  
City Engineer  
CITY OF FAIRBANKS  
800 Cushman Street  
Fairbanks, Alaska 99701

**9.1.2** Owner designates the individual listed below as its Owner’s Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Jeff Whipple  
Project Manager  
CITY OF FAIRBANKS  
800 Cushman Street  
Fairbanks, Alaska 99701

## **9.2 Design-Builder’s Representatives**

**9.2.1** Design-Builder designates the individual listed below as its Design-Builder’s Representative, which individual has authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual’s name, title, address and telephone numbers)*

## **Article 10**

### **Bonds and Insurance**

**10.1 Insurance.** Design-Builder shall procure in accordance with Article 5 of the General Conditions of Contract the following insurance coverages:

**10.1.1 Coverages and Limits.** The insurance shall provide the minimum coverages and limits set forth below. Owner does not warrant or represent that such coverages and limits are appropriate or adequate to protect the Design-Builder. Providing coverage in these stated minimum limits shall not be construed to relieve the Design-Builder from liability in excess of such limits. All deductibles must be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the sole responsibility of the Design-Builder.

**10.1.1.1 CGL.** A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form: (CG 00 01) or equivalent, including all the usual coverage known as:

- (i) Per project aggregate endorsement (CG2503)
- (ii) Premises/Operations Liability
- (iii) Products/Completed Operations – for a period of one year following Final Acceptance.
- (iv) Personal/Advertising Injury
- (v) Contractual Liability
- (vi) Independent Contractors Liability
- (vii) Stop Gap or Employers Contingent Liability
- (viii) Fire Damage Legal

**10.1.1.2 Builders’ Risk.** The Design-Builder shall provide property insurance under an “All Risk Builder’s Risk” form in an amount equal to the value of the structure. The structure shall have All Risk Builders Risk Insurance inclusive of earthquake and flood subject to customary industry deductibles.

**10.1.1.3 Other Coverages.** Other additional coverages that may be required will be listed in the General Conditions.

**10.1.1.4 Limits.** Such policy(ies) must provide the following minimum limits:

- (i) Bodily Injury and Property Damage:
  - (a) \$ 2,000,000 General Aggregate
  - (b) \$ 2,000,000 Products & Completed Operations Aggregate
  - (c) \$ 1,000,000 Personal & Advertising Injury
  - (d) \$ 1,000,000 Each Occurrence
  - (e) \$ 100,000 Fire Damage
- (ii) Stop Gap Employers Liability:
  - (a) \$ 1,000,000 Each Accident
  - (b) \$ 1,000,000 Disease - Policy Limit
  - (c) \$ 1,000,000 Disease - Each Employee
- (iii) Automobile. Commercial Automobile Liability: as specified by Insurance Services Office, form number CA 0001, Symbol 1 (any auto), with an MCS 90 endorsement and a CA 9948 endorsement attached if “pollutants” as defined in exclusion 11 of the commercial auto policy are to be transported. Such policy(ies) must provide coverage with a combined single limit of not less than \$1,000,000 for each accident.

**10.1.1.5**

- (i) The City of Fairbanks shall be named as an “Additional Insured” under all liability coverages listed above.
- (ii) Under the Builders’ Risk Policy, subcontractors shall also be listed as “Additional Insured”.
- (iii) All policies shall include a Waiver of Subrogation provision.
- (iv) Except for Workers’ Compensation and Employer’s Liability, all policies shall indicate that the Design-Builder’s insurance shall be primary to the Owner’s insurance and self-insurance.

**10.1.1.6 Worker’s Compensation.** A policy of Worker’s Compensation, as required by AS 23.30.045. As respects Workers’ Compensation insurance in the State of Alaska, Design-Builder shall secure its liability for industrial injury to its employees in accordance with the provisions of AS 23.30.045. If Design-Builder is qualified as a self-insurer in accordance with AS 23.30.045, Design-Builder shall so certify by letter signed by a corporate officer indicating that it is a qualified self-insured and setting forth the limits of any policy of excess insurance covering its employees.

- (v) The Design-Builder shall be responsible for Workers' Compensation Insurance for any Subcontractor who provides services under this Contract, to include:
  - (a) Waiver of subrogation against the State and Employer's Liability Protection in the amount of \$500,000 per person/ \$500,000 per occurrence;
  - (b) If the Design-Builder directly utilizes labor outside of the State of Alaska in the prosecution of the Work, "Other States" endorsement shall be required as a Condition of the Contract.
  - (c) Whenever the work involves activity on or about navigable waters, the Workers' Compensation policy shall contain a United States Longshoreman’s and Harbor Worker’s Act endorsement, and when appropriate, a Maritime Employer’s Liability (Jones Act) endorsement with a minimum limit of \$1,000,000.

**10.2 Bonds and Other Performance Security.** Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security: *(Insert the amount of bonds and any other conditions of the bonds or other security)*

**10.2.1 Performance and Payment Bond.** The Design-Builder shall provide performance and payment bonds each in the amount of 100 percent of the contract price in the form provided in the RFP documents. These bonds shall serve as security for the faithful performance of the work and as security for the faithful payment and satisfaction of the persons furnishing materials and performing labor on the work. The bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of Alaska. Such bonds shall remain in force throughout the period required to complete the work, and thereafter for a period of 365 calendar days after Final Payment. The bonds must be executed by a duly licensed surety company, which is listed in the latest Circular 570 of the United States Treasury Department, as being acceptable as surety on federal bonds. No surety's liability on the bonds shall exceed the underwriting limitations for the respective surety specified in Circular 570. The scope of the bonds or the form thereof prescribed in these Contract Documents shall in no way affect or alter the liabilities of the Design-Builder to the Owner as set forth herein.

## Article 11

### Other Provisions

**11.1** Other provisions, if any, are as follows: *(Insert any additional provisions)*

**11.2 Information and Services from Others.** The Owner may, at its election or in response to a request from the Design-Builder, furnish information or services from other contractors. If, in the Design-Builder's opinion, such information or services is inadequate, the Design-Builder must notify the Owner of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. The Owner will then evaluate and resolve the matter in writing. Unless so notified by the Design-Builder, the Owner may assume the information or services provided are adequate.

**11.3 Equal Employment Opportunity.**

**11.3.1** The Design-Builder shall comply with the following applicable laws and directives and regulations of the Owner which effectuate them; all of which are incorporated herein by reference:

Title IV of Federal Civil Rights Act of 1964;

Federal Executive Order 11625 (Equal Employment Opportunity);

Title 41, Code of Federal Regulations, Part 60 (Equal Employment Opportunity);

Title 49 Code of Federal Regulations, Part 21 (Discrimination);

Alaska Statute (AS) 18.80.200-300 (Discrimination).

**11.3.2** The Design-Builder may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical disability, sex, or marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the position do not require distinction on such basis. The Design-Builder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment

without regard to their race, religion, color, national origin, age, physical disability, sex, or marital status. This action must include, but need 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 for training including apprenticeship. The Design-Builder shall post in conspicuous places, available employees and applicants for employment, notices setting out the provisions of this paragraph.

**11.3.3** The Design-Builder shall state, in all solicitations or advertisements for employees to work in performance of this Agreement, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical disability, sex, or marital status.

**11.3.4** In the event the Design-Builder subcontracts any part of the services to be performed under this Agreement, the Design-Builder agrees to make good faith efforts to utilize Disadvantaged Business Enterprises, to affirmatively solicit their interest, capability, and prices and to furnish documentation of the results of all such direct contacts on forms provided by or acceptable to the Owner.

**11.3.5** The Design-Builder shall make, keep, and preserve such records necessary to determine compliance with equal employment opportunity obligations and shall furnish required information and reports. All records must be retained and made available in accordance with Article A9, Audits and Records.

**11.3.6** The Design-Builder shall include the provisions of this article in every contract and shall require the inclusion of these obligations in every contract entered into by any of its Subcontractors, so that these obligations will be binding upon each Subcontractor.

**11.4 Owner Inspections.** The Owner has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the Design-Builder as may be engaged in the performance of this Agreement.

**11.5 Officials Not to Benefit.** No member of or delegate to Congress, United States Commissioner, or other officials of the Federal, State, Political subdivision or Local Government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom.

## **11.6 Independent Contractor**

**11.6.1** The Design-Builder and its agents and employees shall act in an independent capacity and not as officers or agents of the Owner in the performance of this Agreement except that the Design-Builder may function as the Owner's agent as may be specifically set forth in this Agreement.

**11.6.2** Any and all employees of the Design-Builder, while engaged in the performance of any work or services required by the Design-Builder under this Agreement, shall be considered employees of the Design-Builder only and not of the Owner and any and all Claims that may or might arise under the Worker's Compensation Act on behalf of said employees, while so engaged and any and all Claims made by a third party as a consequence of any negligent act or omission on the part of the Design-Builder's employees, while so engaged on any of the services to be rendered herein, shall be the sole obligation and responsibility of the Design-Builder.

**11.6.3** This Agreement will be declared null, and void should the Owner determine that by Internal Revenue Service definitions the Design-Builder is an employee of the Owner.



**11.7 Proselytizing.** The Design-Builder agrees that it will not engage on a full or part time basis, during the period of this Agreement, any person or persons who are or have been employed by the Owner during the period of this Agreement or during the 90 days immediately preceding the date of this Agreement except those who have been regularly retired or approved in writing by the Owner.

### **11.8 Covenant Against Contingent Fees**

**11.8.1** The Design-Builder shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Federal Department of Labor regulations (29 CFR, part 3), which are incorporated by reference and made a part of this Agreement.

**11.8.2** The Design-Builder warrants that it has not employed or retained any organization or person, other than a bona fide employee, to solicit or secure this Agreement and that it has not paid or agreed to pay any organization or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability or, in its discretion, to deduct from the allowable compensation the full amount of such commission, percentage, brokerage or contingent fee.

**11.8.3** The Owner warrants that the Design-Builder or the Design-Builder's representative has not been required, directly or indirectly as an express or implied condition in obtaining or carrying out this Agreement, to employ or retain, or agree to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

### **11.9 Extent of Agreement**

**11.9.1** This Agreement including appendices represents the entire and integrated Agreement between the Owner and the Design-Builder and supersedes all prior negotiations, representations, or Agreements, written or oral.

**11.9.2** Nothing contained herein may be deemed to create any direct contractual relationship between the Owner and any Subcontractors or material suppliers; nor may anything contained herein be deemed to give any third-party Claim or right of action against the Owner or the Design-Builder which does not otherwise exist without this Agreement.

**11.9.3** This Agreement may be changed only by written Amendment executed by both the Owner and the Design-Builder.

**11.9.4** All communications that affect this Agreement must be made or confirmed in writing and must be sent to the addresses designated in this Agreement.

**11.9.5** The Design-Builder on receiving final payment will execute a release, if required, in full of all Claims against the Owner arising out of or by reason of the services and work products furnished and under this Agreement.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

**OWNER:**

**DESIGN-BUILDER:**

\_\_\_\_\_  
CITY OF FAIRBANKS

\_\_\_\_\_  
*(Name of Design-Builder)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
Jim Matherly

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
MAYOR  
*(Title)*

\_\_\_\_\_  
*(Title)*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Senior Center Addition**

City of Fairbanks Project No.:

**SECTION 2.1**

**“ATTACHMENT A”**

**To**

**Agreement Between Owner and Design-Builder – Lump Sum Project**

**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 Design-Builder.

<p><b>HOUSING AND URBAN DEVELOPMENT</b> <b>Federally Required Contract Provisions</b></p>
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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 Design-Builder – Lump Sum, Project

Company Name: Date\_\_\_\_\_

Signature\_\_\_\_\_

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. Section 3 is a Housing and Urban Development (HUD) requirement which applies to recipients receiving community development financial assistance for public construction projects that exceed \$200,000. The city and any contractor/subcontractors will comply with HUD's Section 3 requirements in implementing the CDBG project, and will to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, ensure that employment and other economic opportunities are directed to low- and very low-income persons per 24 CFR Part 75. The Section 3 Clause must be included in all contracts/subcontracts related to the city's project.
- (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.



## Applicability

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

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

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

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

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

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

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

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

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

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

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

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

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

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

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

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

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

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

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any 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

## 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 of 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 of 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- 24 CFR 75 Contractor Certification

The undersigned **Contractor** hereby agrees to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses).

### Employment and Training

- A. Provide employment and training opportunities to Section 3 workers within the project area in which the project is located in the priority order listed below:
  - 1) Section 3 workers residing within the service area or the neighborhood of the project, and
  - 2) Participants in YouthBuild programs.
  
- B. Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

### Contracting

Under the City or Borough's Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

- A. Business concerns that provide economic opportunities to Section 3 workers residing within the project area in which assistance is located in the following order of priority (*where feasible*):
  - 1) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
  - 2) YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

As officer and representative of \_\_\_\_\_  
(Contractor)

We the undersigned, have read and fully agree to Section 3 Compliance Plan, and become a party to the full implementation of this program.

Signature: \_\_\_\_\_  
Contractor President

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

Date: \_\_\_\_\_



## Section 3 Compliance Worksheet

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

**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.

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## **Job Category**

### **Definitions**

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#### **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.

**PAYROLL**

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



Rev. Dec. 2008

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

OMB No.: 1235-0008  
Expires: 07/31/2024

NAME OF CONTRACTOR		OR SUBCONTRACTOR		ADDRESS															
PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION								PROJECT OR CONTRACT NO.							
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**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

Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
(Contractor or Subcontractor)

\_\_\_\_\_;  
(Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR  
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF  
TITLE 31 OF THE UNITED STATES CODE.

**State of Alaska**  
**Department of Commerce, Community, and Economic Development**  
**Division of Community and Regional Affairs**  
**Community Development Block Grant (CDBG)**

# **Section 3**

# **Plan**

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# 1. Overview of Section 3 Requirements

## A. What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR Part 75. Section 3 regulations ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

## B. Purpose of This Document

This plan outlines how the Division of Commerce and Regional Affairs (DCRA) and its subrecipients, contractors, and subcontractors will comply with HUD’s Section 3 requirements in implementing the City or Borough’s CDBG project. The City or Borough will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors.

The City or Borough shall create or amend its Section 3 Policies and Procedures to ensure compliance with 24 CFR Part 75 requirements as referenced in this Section 3 plan.

## C. Applicability

For community development financial assistance, this plan applies to public construction projects that exceed \$200,000 of community development financial assistance from HUD programs. Applicability is determined at the project level. This plan also applies to projects that include multiple funding sources.

Section 3 requirements **do not** apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.

# 2. Section 3 Coordinator

The City or Borough’s Section 3 Coordinator serves as the central point of contact for Section 3 compliance for the City or Borough and its subrecipients, contractors and subcontractors supporting the program. Subrecipients, contractors, subcontractors and others are encouraged to reach out to the City or Borough’s Section 3 Coordinator with questions regarding Section 3 compliance:

**Name of City or Borough’s Section 3 Coordinator** \_\_\_\_\_  
**City or Borough** \_\_\_\_\_  
**Email of Section 3 Coordinator:** \_\_\_\_\_  
**Phone Number of Section 3 Coordinator:** \_\_\_\_\_



## 3. Employment, Training, and Contracting Goals

### A. Safe Harbor Compliance

The City or Borough will be considered to have complied with the Section 3 requirements and met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below in Section C. After completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

***If the contractor and subcontractor do not meet the safe harbor requirements, they must provide evidence that they have made qualitative efforts to assist low and very low-income persons with employment and training opportunities. (See appendix A.)***

### B. Safe Harbor Benchmarks

The City or Borough must establish employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with Section 3 requirements outlined in 24 CFR Part 75.19 – for housing and community development financial assistance.

The safe harbor benchmark goals are as follows:

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;

$$\text{Section 3 Labor Hours/Total Labor Hours} = 25\%$$

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.

$$\text{Targeted Section 3 Labor Hours/Total Labor Hours} = 5\%$$

HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, the City or Borough will review and update the Section 3 Plan when safe harbor benchmarks are updated by HUD.

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks were not feasible. All contractors submitting bids or proposals to the City or Borough are required to certify that they will comply with the requirements of Section 3.

## C. Certification of Prioritization of Effort for Employment, Training, and Contracting

### Employment and Training

Under the City or Borough's Section 3 Program, contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed.

- Provide employment and training opportunities to Section 3 workers within the project area in which the project is located in the priority order listed below:
  - 1) Section 3 workers residing within the service area or the neighborhood of the project, and
  - 2) Participants in YouthBuild programs.
- Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

### Contracting

Under the City or Borough's Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

- 1) Business concerns that provide economic opportunities to Section 3 workers residing within the project area in which assistance is located in the following order of priority (*where feasible*):
  - a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
  - b) YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

## 4. Section 3 Eligibility and Certifications

Individuals and businesses that meet Section 3 criteria may seek Section 3 preference from the City or Borough or its contractors/subcontractors for training, employment, or contracting opportunities generated by community development financial assistance. To qualify as a Section 3 worker, Targeted Section 3 worker or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses who misrepresent themselves as Section 3 business concerns and report false information to the City or Borough may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

### A. Section 3 Worker and Targeted Section 3 Worker Certification

A Section 3 worker seeking certification shall submit self-certification documentation to the contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. (See Appendix B,) For the purposes of Section 3 worker eligibility, the City or Borough will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published at:

[https://www.huduser.gov/portal/datasets/il/il2021/select\\_Geography.odn](https://www.huduser.gov/portal/datasets/il/il2021/select_Geography.odn).

Persons seeking the Section 3 worker preference shall demonstrate that it meets one or more of the following criteria currently or when hired within the past five years, as documented:

- 1) A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- 2) Employed by a Section 3 business concern; or
- 3) A YouthBuild participant.

Persons seeking the Targeted Section 3 worker preference shall demonstrate that it meets one or more of the following criteria:

- 1) Employed by a Section 3 business concern or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years:
  - a) Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
  - b) A YouthBuild participant.

Section 3 workers and Targeted Section 3 workers who are seeking preference in training and employment must submit the Section 3 Worker and Targeted Section 3 Worker Certification Form. (See Appendix D) The certification procedure will consist of the following:

- 1) The City or Borough/contractor should establish a certification procedure.
- 2) The certification procedure should provide step-by-step guidance to eligible Section 3 workers and Targeted Section 3 workers seeking certification.

### **Projects Involving Multiple Sources of Funding**

In cases where Section 3 covered projects include multiple housing and development funding sources (financial assistance) from single or multiple recipients, the City or Borough will follow Subpart C of Part 75. Refer to the chart in Appendix C.

## **B. Section 3 Business Concern Certification**

The City or Borough should encourage contractors and subcontractors to make best efforts to award contracts and subcontracts to Section 3 business concerns.

Businesses that believe they meet the Section 3 Business requirements may self-register in the HUD Business registry, here: <http://www.hud.gov/Sec3Biz>. Businesses may seek Section 3 Business Concern preference by demonstrating that it meets one or more of the following criteria:

- 1) At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
- 2) At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
- 3) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Businesses that seek Section 3 preference shall certify or demonstrate to the City or Borough contractors or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form (See Appendix D).

Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal. If the City or Borough previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid, as long as the form is submitted within the prescribed expiration date. The Section 3 Business Concern Certification Form will expire after 12 months. Establishing a 12-month certification of eligibility period allows the City or Borough the ability to assess contractor performance to ensure the business is striving to meet the required goals.

## 5. Assisting Contractors with Achieving Section 3 Goals

In an effort to assist contractors with meeting or exceeding the Section 3 goals, the City or Borough will do the following:

- 1) Share Section 3 Plan with contractors and subcontractors and explain policies and procedures.
- 2) If applicable, require contractors wishing to submit a bid/offer/proposal to attend pre-bid meeting.
- 3) Require contractor to sign the Section 3 Plan at the pre-construction conference.
- 4) Review Section 3 benchmarks and prioritization of effort with contractors and subcontractors to ensure that the goals are understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to meet Section 3 benchmark goals by utilizing existing qualified workforce and by considering qualified eligible Section 3 workers and Targeted Section 3 workers (per the prioritization of effort outlined in Section #3) before any other person, when hiring additional employees is needed to complete proposed work to be performed with the CDBG program.
- 5) At the time of bid, require the contractor to present a list, of the number of total labor hours, Section 3 worker labor hours, and Targeted Section 3 worker labor hours expected to be generated from the initial contract and a list of projected number of available positions, to include job descriptions and wage rates.(See Appendix A.)
- 6) If available, provide the contractor with a list of interested and qualified Section 3 workers and Targeted Section 3 workers and contact information.
- 7) Inform contractors about the HUD Section 3 Opportunity Portal <https://hudapps.hud.gov/OpportunityPortal/>
- 8) Encourage local business to register on the HUD Business Registry and direct contractors to the HUD Section 3 Business Registry <https://www.hud.gov/section3businessregistry>
- 9) If possible, leverage the City or Borough 's communication outlets (social media, website, etc.) to effectively communicate employment and contracting opportunities that arise.

## 6. Section 3 Outreach

### A. Outreach Efforts for Employment and Training

In order to educate and inform workers and contractors, the City or Borough's Section 3 Coordinator will be prepared to provide training and technical assistance on a regular basis per program guidelines. When training opportunities are available, contractors and subcontractors should, to the greatest extent feasible:

- 1) Notify the Section 3 Coordinator when training opportunities are available
- 2) Provide information/handouts about Section 3 training opportunities to potential Section 3 workers and Targeted Section 3 workers
- 3) Conduct an annual training for Section 3 workers and Section 3 businesses

Contractors and subcontractors should utilize several active strategies to notify Section 3 workers and Targeted Section 3 workers of Section 3 job opportunities, including:

- 1) Clearly indicating Section 3 eligibility on all job postings with the following statement: **“This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher”**.
- 2) Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings
- 3) Working with the Section 3 Coordinator to connect Section 3 worker and Targeted Section 3 workers in the City or Borough database with opportunities and/or utilize the Section 3 Opportunity Portal to find qualified candidates
- 4) Establishing a current list of Section 3 eligible applicants
- 5) Contacting local community organizations and provide them with job postings for Section 3 eligible applicants; and
- 6) Coordinating a programmatic ad campaign, which results in widespread job posting across diverse ad networks including:
  - a) Advertising job opportunities via social media
  - b) Advertising job opportunities via flyer distributions and mass mailings and posting ads in common areas
  - c) Contacting neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities

## **B. Outreach Efforts for Contracting**

When contracting opportunities arise in connection with the CDBG project, the City or Borough will employ the following strategies to notify Section 3 Business Concerns of Section 3 contracting opportunities, including but not limited to:

- 1) Adding Section 3 language to all RFPs, procurement documents, bid offerings and contracts. (See Appendix E.)
- 2) Coordinating pre-bid meetings to inform Section 3 Business Concerns of upcoming contracting opportunities. The Section 3 Coordinator will participate in these meetings to explain and answer questions related to Section 3 policy.
- 3) Advertising contracting opportunities in local community papers and notices that provide general information about the work to be contracted and where to obtain additional information.
- 4) Providing written notice of contracting opportunities to all known Section 3 Business Concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to bid invitations.
- 5) Coordinating with the prime contractor to publicize contracting opportunities for small businesses.
- 6) Coordinating with the City or Borough’s Business/Economic Development Department and all other business assistance agencies and contractor associations to inform them of contracting opportunities and request their assistance in identifying Section 3 business concerns. Could include local community development organizations, business development agencies (Chamber of Commerce), and minority contracting associations.
- 7) Connecting Section 3 business concerns with resources to support business development to assist in obtaining contracting opportunities (e.g., bonding and insurance assistance, etc.).

Contractors will also be encouraged to collaborate with the City or Borough as subcontract opportunities arise in an effort to notify eligible Section 3 business concerns about the contracting opportunities.

## 7. Section 3 Contracting Policy and Procedure

The City or Borough will incorporate Section 3 in its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for use with HUD funding. This policy and procedure contain requirements for making efforts to award contracts to Section 3 Business Concerns.

It is not required; however, recipients may want to consider developing a Section 3 Contracting Policy and Procedure to ensure that Section 3 requirements are incorporated into covered contracts/ procurements.

All contractors/businesses seeking Section 3 preference, before submitting bids/proposals to the City or Borough will be required to complete certifications, as appropriate. Such certifications shall be adequately supported with appropriate documentation as referenced in the Section 3 Business Concern Certification Form.

## 8. Section 3 Provisions/Contract Language

The City or Borough will include standard Section 3 language in all of its contracts to ensure compliance with regulations in 24 CFR Part 75. The City or Borough will take appropriate actions upon finding that a contractor is in violation of 24 CFR Part 75 and does not knowingly contract with any contractor that has been found in violation of the Section 3 regulations. On a periodic basis the Section 3 Coordinator will audit the City or Borough contractors for compliance with the minimum Section 3 requirements outlined in the Section 3 Plan.

To comply with the requirements outlined in 24 CFR Part 75.19, it is recommended that recipients/grantees develop Section 3 language to include in covered contracts, subcontracts and agreements to ensure that the Section 3 requirements of 24 CFR Part 75 are binding to subrecipients, contractors and subcontractors.

In addition, contractors and subrecipients are required to include language in all Section 3 covered contracts or agreements for subcontractors to meet the requirements of 24 CFR Part 75.19. (See Appendix E for an example of contract language.)

For businesses, noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## 9. Reporting Requirements

For Section 3 covered contracts, contractors must report to the City or Borough's Section 3 Coordinator quarterly and at the close out of the project.

### A. Quarterly Reporting

- 1) Contractors are required to submit activity reports quarterly on their Section 3 outreach efforts, Section 3 worker certification, and Section 3 targeted worker certification to the City or Borough's Section 3 Coordinator.
- 2) The City or Borough's Section 3 Coordinator will submit the Section 3 data to their DCRA grant administrator at the end of each quarter.

## **B. Close-Out Reporting**

- 1) Once a project is completed, contractors must submit a final Section 3 cumulative report, documenting Section 3 outreach and training efforts, Section 3 worker certification, and Section 3 targeted worker certification to the City or Borough's Section 3 Coordinator. They must also include the actual total labor hours worked, as well as actual labor hours worked by Section 3 workers, and actual labor hours worked by Targeted Section 3 Workers.
- 2) Upon the completion of a project, the City or Borough's Section 3 Coordinator will conduct a final review of the project's overall performance and compliance.
- 3) The City or Borough's Section 3 Coordinator will submit the Section 3 data to their DCRA grant administrator at the close-out of the project.

## **C. Reporting on Projects with Multiple Funding Sources**

- 1) For projects assisted with funding from multiple sources of community development assistance that exceed the thresholds of \$200,000, the City or Borough will follow subpart C of Part 75 and will report to their DCRA grants administrator.

# **10. Internal Section 3 Complaint Procedure**

In an effort to resolve complaints generated due to non-compliance through an internal process, the City or Borough encourages submittal of such complaints to its Section 3 Coordinator as follows:

- 1) Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR Part 75.
- 2) Complaints must be filed within 30 calendar days after the complainant becomes aware of the alleged violation.
- 3) An investigation will be conducted if complaint is found to be valid. The City or Borough will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- 4) The City or Borough will provide written documentation detailing the findings of the investigation. The City or Borough will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than (90) days after the filing of complaint. If complainants wish to have their concerns considered outside of the City or Borough a complaint may be filed with the local HUD field office at website: [www.hud.gov/](http://www.hud.gov/).

Complainants may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about complainant rights, please contact EEOC at: [www.EEOC.gov](http://www.EEOC.gov).

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at <http://www.doi.gov/ofccp/>.



**Quarterly Section 3 Reporting Form, Year \_\_\_\_\_**

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>Labor Hours Worked (including subcontractors)</b>					
<b>Labor Hours worked by Section 3 Workers</b>					
<b>Labor Hours worked by Targeted Section 3 Workers</b>					
<b>*Section 3 Worker Percentage</b>					
<b>**Targeted Section 3 Worker Percentage</b>					

<b>Certification of Prioritization of Effort</b>	
<p>Have you made your best effort to provide employment and training opportunities first to Section 3 workers residing within the service area or the neighborhood of the project, second to participants in the YouthBuild program?</p>	
YES	NO

Please explain:

<b>Safe Harbor Benchmarks</b>	
<b>*Section 3 Workers</b>	<p><i>Total Labor Hours worked by Section 3 workers divided by the total number of labor hours worked by all workers.</i></p> <p style="text-align: center;"><b>Section 3 Workers Benchmark is 25%</b></p>
<b>**Targeted Section 3 Workers</b>	<p><i>Total Labor Hours worked by Targeted Section 3 workers divided by total labor hours worked by all workers.</i></p> <p style="text-align: center;"><b>Targeted Section 3 Workers Benchmark is 5%</b></p>

***If Section 3 Safe Harbor Benchmarks are not met, then additional reporting is required. Please provide documentation on efforts taken and/or explain why meeting the benchmarks were not feasible. (See Page 2)***



**Quarterly Section 3 Reporting Form, Quarter \_\_\_\_\_ Year \_\_\_\_\_**

**Additional reporting is required if benchmarks are not met. Please check all that apply and provide documentation.**

	Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
	Provided training or apprenticeship opportunities.
	Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
	Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
	Held one or more job fairs.
	Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
	Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
	Assisted Section 3 workers to obtain financial literacy training and/or coaching.
	Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
	Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
	Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
	Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
	Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
	Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

# Appendix B: Section 3 Worker and Targeted Section 3 Worker Self-Certification

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The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

## Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

**Instructions:** Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: \_\_\_\_\_

1. Are you a resident of \_\_\_\_\_?  YES  NO
2. In the field below, select the amount of individual income you believe you earn on an annual basis?  
 Less than \$10,000     \$30,001 - \$40,000     More than \$60,000  
 \$10,001 - \$20,000     \$40,001 - \$50,000  
 \$20,001 - \$30,000     \$50,001 - \$60,000

Select from **ONE** of the following two options below:

I qualify as a:

- Section 3 Worker (as defined on page 4 of Section 3 Worker Certification Form)
- Targeted Section 3 Worker (as defined on page 3)

(frontside)

### Employee Affirmation

I affirm that the above statements (on frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_ Date Hired: \_\_\_\_\_

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

#### FOR ADMINISTRATIVE USE ONLY

Is the employee a **Section 3 worker** based on their self-certification?  YES  NO

Is the employee a **Targeted Section 3 worker** based on their self-certification?  YES  NO

Was this an applicant who was hired as a result of the Section 3 project?  YES  NO

If Yes, what is the name of the company? \_\_\_\_\_

What was the date of hire? \_\_\_\_\_

(backside)

The City of \_\_\_\_\_

### Section 3 Income Limits

#### Eligibility Guidelines

The worker's income must be at or below the amount provided below for an **individual** (household of 1) regardless of actual household size.

#### Individual Income Limits

FY 20 _____ Income Limit Area	Income Limits Category	FY 20 _____ Income Limits
City or Borough: _____	Extremely Low Income Limits (30%)	_____
	Very Low Income Limits (50%)	_____
	Low Income Limits (80%)	_____

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

#### Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

#### Targeted Section 3 Worker Definition (for housing and community development)

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
  - Living within the service area or the neighborhood of the project, as defined in 24 CFR 75.5
  - A YouthBuild participant.

## Appendix C: Multiple Funding Sources Chart

TYPE OF FINANCIAL ASSISTANCE	DEFINITIONS *TARGETED SECTION 3 WORKER	THRESHOLDS	PRIORITIZATION	REPORTING
<b>Multiple Sources of Housing and Community Development</b> <i>(single or multiple recipients)</i>	Must follow Subpart C of Part 75	Exceeds \$200,000 for Section 3 projects	Must follow Subpart C of Part 75	<ul style="list-style-type: none"> <li>• Must follow Subpart C of Part 75</li> <li>• Must report on project as a whole and identify the multiple associated recipients</li> <li>• Must report to the applicable HUD program office, as prescribed by HUD</li> </ul>

# Appendix D: Section 3 Business Concern Certification for Contracting

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**Instructions:** Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

## Business Information

Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

Name of Business Owner \_\_\_\_\_

Phone Number of Business Owner \_\_\_\_\_

Email Address of Business Owner \_\_\_\_\_

## Preferred Contact Information

Same as above

Name of Preferred Contact \_\_\_\_\_

Phone Number of Preferred Contact \_\_\_\_\_

Type of Business (select from the following options):

Corporation       Partnership       Sole Proprietorship       Joint Venture

## Select from **ONE** of the following three options below that applies:

- At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 3).
- At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page).

(frontside)

**Business Concern Affirmation**

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to \_\_\_\_\_ may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: \_\_\_\_\_

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

\*Certification expires within 12 months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

<p style="text-align: center;"><b>FOR ADMINISTRATIVE USE ONLY</b></p> <p>Is the business a Section 3 business concern based upon their certification?</p> <p style="text-align: center;"><input type="checkbox"/> YES                      <input type="checkbox"/> NO</p> <p><b>EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.</b></p>
---

(backside)

City or Borough \_\_\_\_\_

### Section 3 Income Limits

#### Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

#### Individual Income Limits

FY 2021 Income Limit Area	Income Limits Category	FY 2021 Income Limits
City or Borough _____	Extremely Low Income Limits (30%)	_____
	Very Low Income Limits (50%)	_____
	Low Income Limits (80%)	_____

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

#### Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

#### Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
  - A resident of public housing; or
  - A resident of other public housing projects or Section 8-assisted housing; or
  - A YouthBuild participant.



## Appendix E: Example of Contract Language

**Below is an example of Contract Language to include in all Section 3 Covered contracts or agreements for subcontractors to meet the requirement of 24 CFR Part 75.19.**

*Section 3 is a Housing and Urban Development (HUD) requirement which applies to recipients receiving community development financial assistance for public construction projects that exceed \$200,000. The city/borough and any contractor/subcontractors will comply with HUD's Section 3 requirements in implementing the CDBG project, and will to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, ensure that employment and other economic opportunities are directed to low- and very low-income persons per 24 CFR Part 75. The Section 3 Clause must be included in all contracts/subcontracts related to the city/borough's project.*

## Appendix F: Definitions

The terms **HUD**, **Public housing**, and **Public Housing Agency (PHA)** are defined in 24 CFR part 5.

The following definitions also apply to 24 CFR Part 75 HUD's Economic Opportunities for Low-and Very Low-Income Persons:

**1937 Act** means the United States Housing Act of 1937, 42 U.S.C. 1437 *et seq.* *activities related to PublicHousing*

**Contractor** means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A subrecipient for work in connection with a Section 3 project.

**Labor hours** means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

**Low-income person** means a person as defined in Section 3(b)(2) of the 1937 Act, at or below 80% AMI. Note that Section 3 worker eligibility uses individual income rather than family/household income.

**Material supply contracts** means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

**Professional services** means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

**Recipient** means any entity that receives directly from HUD housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentally, or other public agency, public or private nonprofit organization.

**Section 3** means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

**Section 3 business concern** means:

- (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
  - (i) It is at least 51 percent owned and controlled by low- or very low-income persons;

- (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
  - (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
- (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

**Section 3 Coordinator** is person tasked with overseeing all Section 3 responsibilities.

**Section 3 project** means a project defined in 24 CFR Part 75.3(a)(2).

**Section 3 worker** means:

- (1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
  - (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
  - (ii) The worker is employed by a Section 3 business concern.
  - (iii) The worker is a YouthBuild participant.
- (2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
- (3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

**Service area or the neighborhood of the project** means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

**Subcontractor** means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of the Section 3 project.

**Subrecipient** has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

**Targeted Section 3 worker** has the meanings provided in 24 CFR Part 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

**Very low-income person** means the definition for this term set forth in section 3(b)(2) of the 1937 Act (at or below 50% AMI).

**YouthBuild programs** refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

**SECTION 3**

**General Conditions of Contract  
Between Owner and Design-Builder**

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

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## **Article 1**

### **General**

#### **1.1 Mutual Obligations**

**1.1.1** Owner and Design-Builder commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

## **Article 2**

### **Design-Builder's Services and Responsibilities**

#### **2.1 General Services**

**2.1.1** Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the written mutual agreement of Owner and Design-Builder.

#### **2.2 Design Professional Services**

**2.2.1** Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents.

#### **2.3 Standard of Care for Design Professional Services**

**2.3.1** The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

#### **2.3.2 Performance Standard Requirements.**

**2.3.2.1** The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession that possess the same or similar skills and experiences as the Design-Builder.

#### **2.4 Design Development Services**

**2.4.1** Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions.

**2.4.2** Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. Design-Builder shall proceed with construction in accordance with the approved Construction Documents.

## **2.5 Regulatory Requirements**

**2.5.1** Design-Builder shall perform the Work in accordance with all Regulatory Requirements and shall provide all notices applicable to the Work as required by the Regulatory Requirements.

## **2.6 Government Approvals and Permits**

**2.6.1** Design-Builder shall obtain and pay for all necessary building and occupancy permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project. This includes all City of Fairbanks plan review and permitting requirements.

## **2.7 Design-Builder's Construction Phase Services**

**2.7.1** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor under contract directly to Owner, Design-Builder shall provide through itself or Subcontractors the necessary quality control, supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

**2.7.2** Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

**2.7.6** Design-Builder shall keep the Site free from debris, trash and construction wastes on a daily basis, and without interfering with the use of adjacent areas.

## **2.8 Design-Builder's Responsibility for Project Safety**

**2.8.1** As between Owner and Design-Builder, safety related to activities of Design-Builder is the exclusive responsibility of the Design-Builder.

**2.8.2** Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Regulatory Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

## **2.9 Design-Builder's Warranty**

**2.9.1** Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents, fit for their intended purpose, and free of defects in materials and workmanship.

- 1. Qualifications:** Design-Builder warrants to the Owner that it and its subcontractors, suppliers, materials men, and manufacturers have specialized knowledge and expertise of the Work described in the Contract Documents, including, but not limited to, design, installation, construction details, methods, procedures, and techniques necessary to provide the specified Work at specific locations in the Project in accordance with the Contract Documents.

2. **"Manufacturer's Standard Warranties and Guarantees":** "Manufacturer's Standard Warranties and Guarantees" shall mean "those warranties and guarantees normally furnished by a manufacturer, wholesaler, seller, or reseller to the consumer, without payment of additional charges, surcharges or premiums by the purchaser".

## **2.10 Correction of Defective Work**

**2.10.1** Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents.

**2.10.2** Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence, and diligently and continuously prosecute correction of such nonconforming Work.

## **2.10.3 Protection of the Work**

1. Design Builder is responsible for protecting the Work from all causes not arising from the Owner's negligence, through time of Substantial completion, promptly correcting any loss or damage to the Work without cost to the Owner.

## **Article 3**

### **Owner's Services and Responsibilities**

#### **3.1 Duty to Cooperate**

**3.1.1** Owner shall, throughout the performance of the Work, exercise due diligence to cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

#### **3.2 Owner's Representative**

**3.2.1** Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents.

## **Article 4**

### **Existing (Site) Hazardous Materials and Waste and Differing Site Conditions**

#### **4.1 Existing (Site) Hazardous Materials and Waste**

**4.1.1** Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Existing Hazardous Materials encountered at the Site. Design-Builder is responsible for any and all Hazardous Materials and Waste generated by himself or by any subcontractor to the Design-Builder, of any tier.

#### **4.2 Differing Site Conditions**

**4.2.1** Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an



unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as “Differing Site Conditions.” If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder’s cost and/or time of performance are adversely impacted by the Differing Site Condition.

**4.2.2** Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than ten (10) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

## **Article 5**

### **Insurance and Bonds**

#### **5.1 Design-Builder’s Insurance Requirements**

**5.1.1** As set forth in the Agreement

#### **5.4 Bonds and Other Performance Security – See Section 4.**

**5.4.1** If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

## **Article 6**

### **Payment**

#### **6.1 Schedule of Values and Cash Flow Projections**

**6.1.1** For any Work exceeding sixty days of scheduled performance, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner’s review and approval a schedule of values and cash flow projections for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

#### **6.2 Monthly Progress Payments**

**6.2.1** On or before the date established in the Agreement, Design-Builder shall submit for Owner’s review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents.

**6.2.2** The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, owner will receive the equipment and materials free and clear of all liens and encumbrances.

**6.2.3** The Application for Payment shall constitute Design-Builder’s representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and

clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

### **6.3 Design-Builder's Payment Obligations**

**6.3.1** Design-Builder shall pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

**6.3.2** Design-Builder shall comply with AS 36.30.200-290 as applicable to contracts between a prime contractor and a subcontractor.

### **6.5 Substantial Completion**

**6.5.1** Prior to requesting verification for certification of Substantial Completion for either the entire Work or part of it, Design-Builder shall list all known exceptions in the progress payment request, show either 100% completion for the portion of the Work claimed as "substantially complete", or list incomplete items, value of incompleteness.

**6.5.2** Upon receipt of Design-Builder's request for Substantial Completion verification, the Owner will either proceed with verification or advise the Design-Builder of any prerequisites or punch-list items not fulfilled.

**6.5.3** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to twice the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

### **6.6 Final Payment**

**6.6.1** After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has completed all of the Work in conformance with the Contract Documents.

**6.6.2** At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

1. an affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;
2. consent of Design-Builder's surety, if any, to final payment;
3. all operating manuals, warranties and other deliverables required by the Contract Documents.

**6.6.3** Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

## **Article 7**

### **Indemnification**

#### **7.1 Design-Builder's General Indemnification**

**7.1.1** The Design-Builder shall indemnify, hold harmless, and defend the Owner from and against any claim of, or liability arising out of negligent acts, errors or omissions of the Design-Builder under this Agreement. The Design-Builder shall not be required to indemnify the Owner for a claim of, or liability for, the independent negligence of the Owner.

## **Article 8**

### **Time**

#### **8.1 Obligation to Achieve the Contract Times**

**8.1.1** Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance the Agreement.

#### **8.2 Delays to the Work**

**8.2.1** If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, and such delay(s) can be shown to extend the time necessary to achieve Substantial Completion, the Contract Time(s) for performance shall be reasonably extended by Change Order. wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God. In order to be entitled to an extension of Contract Time, the Design-Builder must demonstrate through analysis and other reliable evidence that the event complained of was not one for which the Design-builder was responsible.

**8.2.2** In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in Section 8.2.1 above that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

## **Article 9**

### **Changes to the Contract Price and Time**

#### **9.1 Change Orders**

**9.1.1** A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

1. The scope of the change in the Work;
2. The amount of the adjustment to the Contract Price; and
3. The extent of the adjustment to the Contract Time(s).

**9.1.2** All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

**9.1.3** If Owner proposes a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

**9.1.4** If Owner proposes a Change Order to which the Design-Builder does not agree, Owner may elect to require Design-Builder to perform the Change Order.

## **9.2 Work Change Directives**

**9.2.1** A Work Change Directive is a written order prepared and signed by Owner, directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

**9.2.2** Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

## **9.3 Minor Changes in the Work**

**9.3.1** Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may, subject to the Owner's approval, make minor changes in the Work consistent with the intent of the Contract Documents.

## **9.4 Contract Price Adjustments**

**9.4.1** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

1. Unit prices set forth in the Agreement or as subsequently agreed to between the parties;
2. A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;
3. Costs, fees and any other markups set forth in the Agreement; and

## **9.5 Emergencies**

**9.5.1** In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

## **Article 10**

### **Contract Adjustments and Disputes**

#### **10.1 Claims and Disputes**

**10.1.2** Claims and Disputes, if any, shall be handled in accordance with the City of Fairbanks Code of Ordinances, Section 54-293

#### **10.2 Duty to Continue Performance**

**10.2.1** Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

## **Article 11**

### **Stop Work and Terminate for Cause**

#### **11.1 Owner's Right to Stop Work**

**11.1.1** Owner or any government having jurisdiction may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

**11.1.2** Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of work by Owner or any government having jurisdiction, unless the cause of the suspension or stoppage of work is the failure of the Design-Builder, or a person for whom Design-Builder may be responsible.

#### **11.2 Owner's Right to Perform and Terminate for Cause**

**11.2.1** If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time or (vi) perform material obligations under the Contract Documents, then Owner shall be entitled to automatically terminate the contract after 7 days written notice, unless otherwise agreed, at discretion of the Owner.

**11.2.3** Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession for the purpose of completing the Work. Design Builder shall be entitled to eligible payments to date of termination. If Cost and expense incurred by Owner in completing the Work exceeds the contract price, such excess shall be paid by Owner to Design-Builder.

## **Article 12**

### **Miscellaneous**

**12.1 Assignment:** Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

**12.2 Successorship:** Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors, and assigns.

**12.3 Governing Law:** The Agreement and all Contract Documents shall be governed by the laws of the State of Alaska.

**12.4 Severability:** If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

**12.5 No Waiver:** The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

**12.6 Amendments:** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

**END**

**SECTION 4**

**PAYMENT AND PERFORMANCE BONDS  
&  
CONTRACT FORMS / CERTIFICATES**

**INDEX**

1. Bonds and Certificates, General .....

2. Bid Bond .....

3. Performance Bond .....

4. Payment Bond.....

5. Certificate of Compliance .....

6. Contractor’s Affidavit of Payment of Debts and Claims.....

7. Consent of Surety Company to Final Payment.....

8. Department of Labor Clearance for Final Payment.....

9. Certificate of Substantial Completion.....

10. Contract Release Form.....

## **BONDS AND CERTIFICATES, GENERAL**

### **CONTRACT FORMS**

- A. Bid Bond will be required
- (1) Ten percent of the amount of the bid if the bid does not exceed \$100,000.00; or
  - (2) Ten percent of the first \$100,000.00 and five percent of the amount of the bid over \$100,000.00 if the bid exceeds \$100,000.00 up to a maximum of \$200,000.00 in security.
  - (3) When the invitation for bid requires security, the purchasing agent shall reject a bid that does not substantially comply with the bid security requirement.  
(Code 1960, § 13.210)
- B. Performance Bond will be required on this Project in the amount of one hundred percent (100%) of the Contract Price. A sample bond form is attached herein.
- C. Payment Bond will be required on this Project in the amount of one hundred percent (100%) of the Contract Price. A sample bond form is attached herein.
- D. Other required certificates are as provided in this section.



**BID BOND**

KNOW THE MEN BY THESE PRESENTS, that we, the undersigned,  
\_\_\_\_\_ as  
Principal, and \_\_\_\_\_ as Surety, are hereby held and  
firmly bound onto the City of Fairbanks 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.

The condition of the above obligation is such that whereas the Principal has submitted to the  
Owner a certain Proposal, attached hereto and hereby made a part hereof, to enter into a contract  
in writing for the design and construction of the **FAIRBANKS SENIOR CENTER DINING  
AND KITCHEN AREAS ADDITION PROJECT** in response to the Owner's Request for  
Proposals (RFP-22-01), dated March 4<sup>th</sup>, 5<sup>th</sup> & 6<sup>th</sup>, 2022.

NOW, THEREFORE,

- (a) If said Proposal shall be rejected, or in the alternate,
- (b) If said Proposal 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 Proposal, then this  
obligation shall be void, otherwise the same shall remain in force and effect; it being  
expressly understood and agreed that 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 that the obligations of said Surety  
and its bonds shall be in no way impaired or affected by any extension of the time within  
which the Owner may accept such Proposal and said Surety does hereby waive notice of any  
such extension.

IN WITNESS WHEREOF, 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 the proper officers, the day and year set forth below.

Signed this \_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_ (L.S.)

Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

SEAL

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That we, \_\_\_\_\_  
\_\_\_\_\_, a Corporation and hereinafter called "Principal" and (3)  
of \_\_\_\_\_, State of \_\_\_\_\_,  
hereinafter called "Surety" are held and firmly bound on to the City of Fairbanks, hereinafter  
called "Owner", in the penal sum of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum  
well and truly to be made, as we bind ourselves, our heirs, executors, administrators and  
successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a  
certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022, a copy of which  
is hereto attached and made a part hereof for the construction of the **FAIRBANKS SENIOR  
CENTER DINING AND KITCHEN AREAS ADDITION PROJECT** in response to the  
Owner's Request for Proposals (RFP-22-01), dated March 4<sup>th</sup>, 5<sup>th</sup> & 6<sup>th</sup>, 2022.

**NOW THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings covenants, terms conditions, and Construction Services Contracts of said contract  
during the original term thereof, and any extensions thereof which may be granted by the Owner,  
with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under  
such contract, and shall fully indemnify and save harmless the Owner from all costs and damages  
which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all  
outlay and expense which the Owner may incur in making good any default, then this obligation  
shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER**, that the said Surety, for value received hereby stipulates and agrees  
that no change, extension of time, alteration or addition to the terms of the contract or to the  
Work to be performed there under or the specifications accompanying the same shall in any way  
affect its obligation on this bond, and it does hereby waive notice of any such change, extension  
of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**PROVIDED FURTHER**, that no final settlement between the Owner and the Construction  
Manager at Risk Contractor shall abridge the right of any beneficiary hereunder, whose claim  
may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in three (3) counterparts, each one of  
which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

\_\_\_\_\_  
(Principal) Secretary  
(SEAL)  
\_\_\_\_\_

\_\_\_\_\_  
Principal  
By \_\_\_\_\_ (4)  
\_\_\_\_\_  
(Address)

---

Witness as to Principal

---

(Address)

---

Surety

**ATTEST:**

---

(Surety) Secretary

---

Attorney-in-Fact

(SEAL)

---

(Address)

---

Witness as to Surety

---

Address

- NOTE: Date of Bond must not be prior to date of Contract.
- (1) Correct name of Design-Build Contractor
  - (2) A Corporation, a Partnership, or an Individual, as case may be
  - (3) Correct name of Surety
  - (4) If Design-Builder is Partnership, all partners should execute bond.

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That we, \_\_\_\_\_  
\_\_\_\_\_, a Corporation, and hereinafter called "Principal" and (3)  
\_\_\_\_\_ of \_\_\_\_\_, State of  
\_\_\_\_\_ hereinafter called "Surety" are held and firmly bound on to the **City of Fairbanks**, hereinafter called "Owner", in the penal sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money  
of the United States, for the payment of which sum well and truly to be made, as we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022, a copy of which is hereto attached and made a part hereof for construction of the **FAIRBANKS SENIOR CENTER DINING AND KITCHEN AREAS ADDITION PROJECT** in response to the Owner's Request for Proposals (RFP-22-01), dated March 4<sup>th</sup>, 5<sup>th</sup> & 6<sup>th</sup>, 2022.

**NOW, THEREFORE**, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations providing professional design services, furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorization extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER**, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**PROVIDED, FURTHER**, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

\_\_\_\_\_  
(Principal) Secretary  
(SEAL)

\_\_\_\_\_  
Principal  
By \_\_\_\_\_ (4)  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

**ATTEST:**

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Attorney-in-Fact

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Surety

Address

- NOTE: Date of Bond must not be prior to date of Contract.
- (1) Correct name of Design-Build Contractor
  - (2) A Corporation, a Partnership, or an Individual, as case may be
  - (3) Correct name of Surety
  - (4) If Design-Builder is Partnership, all partners should execute bond.

### CERTIFICATE OF COMPLIANCE

No final payment shall be made for the **FAIRBANKS SENIOR CENTER DINING AND KITCHEN AREAS ADDITION PROJECT** in response to the Owner's Request for Proposals (RFP-22-01), dated March 4<sup>th</sup>, 5<sup>th</sup> & 6<sup>th</sup>, 2022, until the Contractor has filed with the Owner, prior to acceptance of the Work, a notarized Certificate of Compliance in the following form:

The Contractor does hereby certify that all work has been performed and materials supplied in accordance with the Drawings, Specifications and Contract Documents for the above work, and that:

No less than the prevailing rates of wages as ascertained by the governing body of the Contracting Agency has been paid to laborers, workmen and mechanics employed in the Work

There have been no unauthorized substitutions of Subcontractors; nor have any subcontracts been entered into without prior notice having been submitted to the Owner prior to the start of such subcontracted work.

All claims for material and labor and other paid services performed in connection with these specifications have been paid.

All monies due to regulatory agencies of jurisdiction such as may be legally due have been paid.

IN WITNESS WHEREOF, the undersigned has signed and sealed this Certificate of Compliance this

\_\_\_\_\_ Day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Contracting Firm

\_\_\_\_\_  
By: (signature)

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

CORPORATE SEAL

**ACKNOWLEDGMENT**

State of Alaska                    )  
  )ss  
\_\_\_\_\_ Judicial District        )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
NOTARY PUBLIC:  
Commission Expires:

**CONTRACTORS AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS**

Project Name: **FAIRBANKS SENIOR CENTER DINING AND KITCHEN AREAS  
ADDITION PROJECT No. RFP-22-01**

Contractor: \_\_\_\_\_

Contract Date \_\_\_\_\_

Date Issued: \_\_\_\_\_

Owner

City of Fairbanks

800 Cushman Street

Fairbanks, Alaska, 99701

WHEREAS, by the terms of the referenced contract entered in to for construction of the above mentioned Project, the undersigned, pursuant to the General Conditions of the Contract for the construction hereby certifies that, except as listed below, has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner the Owner's property may in any way be held responsible.

EXCEPTIONS (if any):

**ACKNOWLEDGMENT**

State of Alaska                    )  
  )ss  
\_\_\_\_\_ Judicial District        )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_  
NOTARY PUBLIC:  
Commission Expires:



**CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

Project Name: **FAIRBANKS SENIOR CENTER DINING AND KITCHEN AREAS  
ADDITION PROJECT No. RFP-22-01**

Contractor: \_\_\_\_\_

Contract Date \_\_\_\_\_

Date Issued: \_\_\_\_\_

Owner

City of Fairbanks

800 Cushman Street

Fairbanks, Alaska 99701

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

\_\_\_\_\_  
(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 the City of Fairbanks, Owner, as set forth in said Surety Company's bond. Surety expressly agrees that any and all valid claims of sub-contractors and all persons supplying labor or materials to the project will be satisfied by Contractor or Surety in the timeliest manner practical.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this

\_\_\_\_\_ Day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Name of Surety Company

Attest: \_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_  
Title

**DEPARTMENT OF LABOR CLEARANCE FOR FINAL PAYMENT**

To: State of Alaska Department of Labor  
Wage & Hour Division  
675 7<sup>th</sup> Avenue Station J-1  
Fairbanks, Alaska 99701

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We respectfully request a Department of Labor, Wage & Hour clearance on the following construction project

Project Name: **FAIRBANKS SENIOR CENTER DINING AND KITCHEN AREAS ADDITION Project No. RFP-22-01**

Contract Date \_\_\_\_\_

Date Issued: \_\_\_\_\_

Owner:

City of Fairbanks  
800 Cushman Street  
Fairbanks, Alaska 99701

- Clearance is granted
- Clearance is denied for the following reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Department of Labor Representative)

Note to Contractor: This form must be completed and submitted with your Final Pay Request.

## CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: **Fairbanks Senior Center Dining and Kitchen Areas Addition**  
City of Fairbanks Project No.: **RFP-22-01**

Contractor: \_\_\_\_\_

Contract Date \_\_\_\_\_

Date Issued: \_\_\_\_\_

Owner: City of Fairbanks  
800 Cushman Street  
Fairbanks, Alaska 99701

### PERFORMANCE OF THE WORK

The work performed under this contract has been reviewed and found to be substantially complete. The Date of Substantial Completion is hereby established as \_\_\_\_\_, 2022

### Definition of Date of Substantial Completion:

The date of substantial completion is the date certified by the Owner when the work is substantially complete in accordance with, and as defined in, the Contract Documents.

A list of items to be completed or corrected, if any, prepared by the Owner, as verified and amended by the Architect is appended hereto as Exhibit A to Certificate of Substantial Completion. The failure to include any items or such list does not alter the responsibility of the Contractor to complete the project in accordance with the Contract Documents.

### PROJECT MANAGER

By: \_\_\_\_\_

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

The Contractor will complete or correct the work on the list of items appended hereto, if any, within 30 days from the date of substantial completion.

CONTRACTOR: \_\_\_\_\_ Date \_\_\_\_\_

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

IN RELIANCE upon the certification of the Contractor and the Project Manager, the Owner hereby accepts the Project as Substantially Complete. In accordance with the

Contract Documents, the Owner hereby elects to assume occupancy at \_\_\_\_\_  
a.m. / p.m. on \_\_\_\_\_ 2022.

OWNER: City of Fairbanks

By: \_\_\_\_\_ Date \_\_\_\_\_

Title

**FAIRBANKS SENIOR CENTER DINING AND KITCHEN AREAS ADDITION  
PROJECT  
CONTRACT RELEASE FORM**

PROJECT NUMBER: FB-22-01

**CERTIFICATE OF RELEASE**

FROM:

\_\_\_\_\_  
(Name of Contractor)

TO: CITY OF FAIRBANKS, ALASKA

RE: Contract entered into on the \_\_\_\_ day of \_\_\_\_\_, 2022

with

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

\_\_\_\_\_ for the  
construction of the **FAIRBANKS SENIOR CENTER DINING AND KITCHEN  
AREAS ADDITION PROJECT** located in the City of Fairbanks, Alaska.

**KNOW ALL MEN 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 sum's 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.
- 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Signature

\_\_\_\_\_, being first duly sworn on oath, deposes  
(name)  
and says, that he/she 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, are true.

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public in and for the  
State of Alaska

My Commission Expires: \_\_\_\_\_

**SECTION 5**  
**FIXED PRICE PROPOSAL FORM**

Place: Fairbanks, Alaska

Date: \_\_\_\_\_, 2022

Project: Fairbanks Senior Center Kitchen Areas Addition Design Build **BASE BID**  
Fairbanks Senior Center Dining Areas Addition Design Build **ALTERNATE 1**

Project No.: RFP-22-01

Proposal of \_\_\_\_\_ (hereinafter called the PROPOSER), a corporation, organized and existing under the laws of the State of \_\_\_\_\_, a partnership, or an individual doing business as \_\_\_\_\_, to the **City of Fairbank, Alaska** (hereinafter called Owner).

Gentlemen:

A. The PROPOSER, in compliance with your Request for Design-Build Proposals (RFP) for the design and construction of the Project indicated above, having examined the RFP and the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the design and construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all professional design services, labor, materials, and supplies and to design and construct the Project in accordance with the Contract Documents, within the time set forth therein, and for the price stated below.

B. The PROPOSER hereby agrees to commence work under the Contract on a date to be specified in the written Notice of Award of the Owner and to fully complete the Project within the time stipulated in the Contract Documents. The PROPOSER further agrees to pay all applicable liquidated damages in the sums as set forth in the Contract Documents.

C. The PROPOSER acknowledges receipt of the following addenda:

Addendum No. 1. dated \_\_\_\_\_

Addendum No. 2 dated \_\_\_\_\_

Addendum No. 3 dated \_\_\_\_\_

D. **FIXED PRICE PROPOSAL AMOUNT:**

**BASE BID - FAIRBANKS SENIOR CENTER KITCHEN AREAS ADDITION,  
ALL REQUIRED.**

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
(In words) (In figures)

**ALTERNATE 1 - FAIRBANKS SENIOR CENTER DINING AREAS ADDTION,  
ALL REQUIRED.**

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
(In words) (In figures)

- E. This proposal shall remain subject to acceptance for 60 days after the deadline of Receipt of Proposals indicated in the RFP Project Schedule. The acceptance date may only be extended by written consent of the Proposer.
  
- F. The PROPOSER understands that the Owner reserves the right to reject any or all Proposals and to waive any informalities in the solicitation.  
  
Within ten (10) days from date of written Notice of Intent to Award, the PROPOSER agrees to provide the required insurance, performance, and payment bonds, and execute the formal Agreement Between Owner and Design-Builder.
  
- G. THIS PROJECT IS SUBJECT TO THE EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS OF EXECUTIVE ORDERS 11246 AND 11625. THE PROPOSER IS ADVISED THAT IN SIGNING THIS BID FORM HE IS MAKING CERTIFICATIONS REGARDING HIS EQUAL EMPLOYMENT OPPORTUNITY PRACTICES.



H. The PROPOSER certifies that it possesses the following valid license and registration and submits the corresponding numbers as evidence. The PROPOSER also agrees to provide copies of each within five working days of Owner's identification of PROPOSER as apparent successful PROPOSER.

Alaska Business License No.: \_\_\_\_\_

Contractor Registration (AS 08.18) No: \_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_

By: \_\_\_\_\_

Typed Name and Title:

\_\_\_\_\_

(Seal if bid by Corporation)

Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**END, Price Proposal Form**

NON-COLLUSION AFFIDAVIT  
(To be executed prior to and submitted with the bid)

STATE OF ALASKA                               )  
  )SS  
FOURTH JUDICIAL DISTRICT                )

I, \_\_\_\_\_ of \_\_\_\_\_  
*(printed/typed name)*   *(firm name)*

being duly sworn, do depose and state that I (or the firm, association, or corporation of which I am a member), as a bidder on the contract to be awarded by the CITY OF FAIRBANKS for the construction of that certain construction project designated:

FAIRBANKS SENIOR CENTER DINING AND KITCHEN AREAS ADDTION RFP-22-01

in the Fairbanks North Star Borough, 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.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_                                \_\_\_\_\_  
*(signature)*   *(date)*

\_\_\_\_\_  
Title

(SEAL)

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ Notary Public in and for the State of \_\_\_\_\_.  
*(signature)*

My commission expires: \_\_\_\_\_  
*(date)*

**SECTION 6**

**DESIGN/BUILD PROPOSAL EVALUATION CRITERIA  
 FAIRBANKS SENIOR CENTER DINING AND KITCHEN AREAS ADDITION  
 PROJECT NO. RFP-22-01**

FIRM: \_\_\_\_\_

REVIEWER: \_\_\_\_\_ DATE: \_\_\_\_\_

**Evaluation Criteria - Points x Weight = Product**

		Point	Weight	Product
1.	Business History and References: Consider length of time the proposer has been in business under the current name or prior names. Evaluate the number of prior projects performed by the proposer that are similar to the services under this RFP. Review business and project references.	0-5	5	
2	Qualifications & Experience: FIRM & STAFF, How well has the firm demonstrated that it has the qualifications and experience to complete the required services on time, within budget and with quality results?	0-5	15	
3	Qualifications & Experience: PROJECT MANAGER, Evaluate the qualifications and experience the Project Manager brings to the project, and the individual's ability to complete the project on time and in a professional manner.	0-5	15	
4	Objectives & Services: Determine how well the proposer understands the objectives and requirements of the project. Have design and construction considerations and alternatives been addressed? Have problems and opportunities been identified?	0-5	10	
5	Technical proposal to include cover letter with design / construction narrative.	0-5	10	
6	Technical data to include sketches and drawings with sufficient clarity depicting the Proposer's response to the Owner's requirements. Identify proposed equipment and materials to include manufacturer, features, cut sheets and warranty information	0-5	20	
7	Quality of Design – Is the proposed design consistent with design requirements for function, maintenance and durability?	0-5	15	
8	Value of Design – Proposed solution is well supported by design data. Proposal reflects Best Value Engineering Ideas & innovation to achieve solution and life cycle benefits.	0-5	20	
9	Scheduling, Manhours and Task Breakdown: Review and evaluate the Proposer's project schedule with the logical flow of task breakdown., meetings, permits, inspections, submittals, milestones and Critical Path Management Plan.	0-5	20	
10	Quality of Proposal and Conformance to RFP: Assess the overall quality and effort evident in preparing and submitting the proposal, review and evaluate conformance to the RFP format requirements	0-5	5	

TOTAL: \_\_\_\_\_

## SECTION 7

State of Alaska, Department of Labor  
LABORER'S & MECHANICS MINIMUM RATES OF PAY  
CURRENT Effective Version: September 1, 2021

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

**<https://labor.alaska.gov/lss/pamp600.htm>**

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 "A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted construction Projects
2. 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.





U.S. Department of Housing  
and Urban Development

Labor Relations Desk Guide  
LR01.DG

# DAVIS-BACON

## LABOR STANDARDS

*A Contractor's Guide  
to Prevailing Wage Requirements  
for Federally-Assisted Construction Projects*

*January 2012  
Previous versions obsolete*



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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 which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations 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 which 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.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

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 Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

**Visit the Office of Labor Relations on-line:**

<http://www.hud.gov/offices/olr>

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.





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## CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

### 1-1 DAVIS-BACON AND OTHER LABOR LAWS.

- a. **The Davis-Bacon Act (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are 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 Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

- b. **The Contract Work Hours and Safety Standards Act (CWHSSA).** CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts **except** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of \$100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: [www.hud.gov/offices/olr/library.cfm](http://www.hud.gov/offices/olr/library.cfm))

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- c. **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 (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.
  - d. **The Fair Labor Standards Act (FLSA).** The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

## **1-2 DAVIS-BACON REGULATIONS.**

The Department of Labor (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 the DOL establishes and publishes DBA wage determinations (aka 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 certified payroll reports. Part 5 covers the labor standards provisions that are in your contract 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. Last, 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 on-line on the World Wide Web:  
[http://www.dol.gov/dol/allcfr/Title\\_29.htm](http://www.dol.gov/dol/allcfr/Title_29.htm)

## **1-3 CONSTRUCTION CONTRACT PROVISIONS**

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

- a. The 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 labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. 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-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects

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administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts ≤\$100,000) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:  
[www.hud.gov/offices/adm/hudclips/index.cfm](http://www.hud.gov/offices/adm/hudclips/index.cfm)

- b. Davis-Bacon Wage Decisions. The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is “locked-in” and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:  
<http://www.wdol.gov>

#### **1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR**

The principal contractor (also referred to as the ***prime*** or ***general 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 his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator, below.)

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.

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## 1-5 **RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.**

The ***contract administrator*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 2-1, ***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 2-6, ***Compliance Reviews***) 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 Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs), Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The 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.



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## CHAPTER 2    HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

**WHERE TO START?**    Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

### SECTION I - THE BASICS

#### 2-1    **THE WAGE DECISION.**

Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, 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. If you don't have it already (and by now you should), you'll want to get a copy of the applicable Davis-Bacon wage decision.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 1-3, Construction Contract Provisions.

- a. **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 classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the contract administrator (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

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- b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

The Employee Rights under the Davis-Bacon Act poster (WH-1321) replaces the Notice to all Employees. The new poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

## **2-2 ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.**

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an additional classification and wage rate. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

- a. **Additional classification rules.** Additional classifications and wage rates can be approved if:
1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).
  2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
  3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.)  
And,
  4. The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

- 
- b. **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.
- c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

- d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

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## 2-3 CERTIFIED PAYROLL REPORTS.

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

- a. **Payroll formats.** The easiest form to use is DOL's WH-347, Payroll. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are not required to use Payroll form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

- b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. The payroll certification language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions and the Payroll form WH-347 in a "fillable" PDF format at this address:  
[www.dol.gov/whd/forms/wh347.pdf](http://www.dol.gov/whd/forms/wh347.pdf)

- c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See tip box, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you do not need to submit "no work" payrolls!

- 
- d. **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 overtime violations. All of 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.

- e. **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 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.
- f. **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 from DOL.

## 2-4 **DAVIS-BACON DEFINITIONS.**

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

- a. **Laborer or mechanic.** “Laborers” and “mechanics” mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. “Laborers” and “mechanics” are the two groups of workers that must be paid not less than Davis-Bacon wage rates.
1. **Working foremen.** Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered “laborers” and “mechanics” for labor standards purposes for the time spent performing construction work.
  2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

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- b. **Employee.** Every person who performs the work of a laborer or mechanic is “employed” regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics. Labor Relations Letters and other helpful Labor Relations publications are available at HUD’s Labor Relations web site (see the list of web site addresses in the Appendix).

- c. **Apprentices and trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are “apprentices” and “trainees” registered in approved apprenticeship or training programs. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months - 1 year: 70%; etc. The percentage is applied to the journeyman’s wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman’s wage rate on the applicable wage decision for that craft.

1. **Probationary apprentice.** A “probationary apprentice” can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.
2. **Pre-apprentice.** A “pre-apprentice”, that is, someone who is not registered in a program and who hasn’t been DOL- or SAC-certified for probationary apprenticeship is not considered to be an “apprentice” and must be paid the full journeyman’s rate on the wage decision for the classification of work they perform.
3. **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.



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- d. **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.
1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.
- e. **Fringe benefits** Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires \$10/hour basic rate plus \$5/hour fringe benefits, you must pay no less than that total (\$15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay \$15 in base wage with no fringe benefits, or you could pay \$12 basic plus \$3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying or \$9 basic plus \$6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

- f. **Overtime.** Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

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- g. **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to “kick-back” (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, 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.

Referring, again, to our example above where the wage decision requiring a \$15 total wage obligation (\$10 basic wage plus \$5 fringe benefits) was met by paying \$9 base wage plus \$6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate as stated on the wage decision. In the above example, the employer must pay for overtime: \$15/hr (\$9 basic + \$6 fringe) plus \$5 (one-half of \$10, the wage decision basic rate) for a total of \$20 per hour.

- h. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that 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 you 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.
1. **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.
- i. **Site of work.** The “site of work” is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. “Site of work” can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.



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## SECTION II - REPORTING REQUIREMENTS

### 2-5 COMPLETING A PAYROLL REPORT.

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

- a. **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. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.
- b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

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(s) to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

- c. **Work classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

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1. **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.
  2. **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.
- d. **Hours worked.** The payroll should show ONLY the regular and overtime hours worked on this project. 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, you 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.
- e. **Rate of pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you do not participate in approved fringe benefit programs, add the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.
1. **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 overtime hours.

The effective hourly rate must be reflected on the certified payroll and 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 overtime 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 overtime rate would be:  $(\$10 \times 1 \frac{1}{2}) + \$5 = \$20/\text{hour}$ .

- f. **Gross wages earned.** Show the gross amount of wages earned for work performed on this project. Note: For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

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- g. **Deductions.** Show the amounts of any deductions from the gross earnings. “Other” deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, 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.

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.

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

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.

- j. **Signature.** Make sure 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. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

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## SECTION III - PAYROLL REVIEWS AND CORRECTIONS

### 2-6 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. The DOL may also independently conduct its own reviews (see 1-5). 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. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

- a. **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 employee will be asked about 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 on-going 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.
- b. **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; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

### 2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

The following paragraphs describe common payroll errors and the corrective steps you must take.

- a. **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 of 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.
- b. **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.

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- c. **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.
- d. **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 additional classification and wage rate (see 2-2). 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 2-8 for instructions about wage restitution.)
- e. **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.
- f. **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.
- g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:
1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at \$10 per day per violation. Or,
  2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.
- h. **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.
- i. **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.

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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 certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

- j. **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.
- k. **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 principle of the firm and that person has not been authorized by principle to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principle or other authorized signatory.
- l. **On-site interview comparisons.** If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction certified payroll report.
- m. **Correction certified payroll.** Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

## 2-8 **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 certified payroll report.

- a. **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.



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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 through 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 corrective documentation.

- b. **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. You may also compute wage restitution 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.
- c. **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 of time for which restitution is due (for example, 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, cashiers, canceled or other), or employee-signed receipts or waivers.

- d. **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.
- e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of 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 names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

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to place in a deposit or 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 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.



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## CHAPTER 3      LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS

### WHAT HAPPENS WHEN THINGS GO WRONG?

#### 3-1      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 the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

#### 3-2      ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your 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:

- a. **Additional classifications and wage rates.** Additional classification and wage rate requests are sometimes denied by the 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.
  1. **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, 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 the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

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

b. **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, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1. **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the 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 Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

2. **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.

### **3-3 WITHHOLDING.**

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, 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 considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

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### 3-4 **DEPOSITS AND ESCROWS.**

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and final payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. 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:

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 1-4, Responsibility of the Principal Contractor, and 2-8, Restitution for Underpayment of Wages.

- a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. 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 2-8(f) of this Guide.
- b. **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.

1. 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.

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2. 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 above (See 2-8(f) and 3-4(a)).

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained in 3-4(c), below.

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 Relations staff in your area.

- c. **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.

### **3-5 ADMINISTRATIVE SANCTIONS.**

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

- a. **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 Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 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 can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.
- b. **HUD sanctions.** HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.
  1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period 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 LDP's are found at 24 CFR 24.700-24.714.

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2. **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 may 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.

### **3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.**

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of \$1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

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 Relations staff in your area.

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## ACRONYMS AND SYMBOLS

CDBG -	Community Development Block Grant
CFR -	Code of Federal Regulations
CPR -	Certified Payroll Report
CWHSSA -	Contract Work Hours and Safety Standards Act
DBA -	Davis-Bacon Act
DBRA -	Davis-Bacon and Related Acts
DOL -	Department of Labor
FHA -	Federal Housing Administration
FLSA -	Fair Labor Standards Act
HUD -	Housing and Urban Development (Department of)
IHA -	Indian Housing Authority
LCA -	Local Contracting Agency
LDP -	Limited Denial of Participation
O/T -	Overtime
PHA -	Public Housing Agency
S/T -	Straight-time
SAC -	State Apprenticeship Council/Agency
TDHE -	Tribally-Designated Housing Entity
§ -	Section
¶ -	Paragraph

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## DAVIS-BACON - RELATED WEB SITES\*

HUD Office of Labor Relations:  
[www.hud.gov/offices/olr](http://www.hud.gov/offices/olr)

HUD Regulations:  
<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

HUDClips (HUD Forms and Publications):  
[www.hud.gov/offices/adm/hudclips/index.cfm](http://www.hud.gov/offices/adm/hudclips/index.cfm)

DOL Davis-Bacon and Related Acts Homepage:  
<http://www.dol.gov/whd/contracts/dbra.htm>

DOL Regulations:  
<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

Davis-Bacon Wage Decisions:  
[www.wdol.gov](http://www.wdol.gov)

DOL Forms:  
[www.dol.gov/whd/programs/dbra/forms.htm](http://www.dol.gov/whd/programs/dbra/forms.htm)

**\*Web addresses active as of January 2012**

<b>Project Wage Rate Sheet</b>	U.S. Department of Housing and Urban Development Office of Labor Relations	
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Project Name:	Wage Decision Number/Modification Number:
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Project Number:	Project County:
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Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Laborers Fringe Benefits		\$
				Group #	BHR	
Bricklayers			\$			\$
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	Operators Fringe Benefits:		\$
Plumbers			\$	Group #	BHR	Total Wage
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Workers			\$			\$
Tapers			\$			\$
Tile Setters			\$	Truck Drivers Fringe Benefits:		\$
<b>Other Classifications</b>				<b>Group #</b>	<b>BHR</b>	<b>Total Wage</b>
			\$			
			\$			
			\$			

**Additional Classifications (HUD Form 4230-A)**

Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Date of HUD Submission to DOL	Date of DOL Approval
			\$		
			\$		
			\$		



**PAYROLL**

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



Rev. Dec. 2008

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

OMB No.: 1235-0008  
Expires: 07/31/2024

NAME OF CONTRACTOR		OR SUBCONTRACTOR		ADDRESS																
PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION						PROJECT OR CONTRACT NO.										
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				HOURS WORKED EACH DAY	FICA	WITH- HOLDING TAX		OTHER	TOTAL DEDUCTIONS											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**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

Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
(Contractor or Subcontractor)

\_\_\_\_\_ ; that during the payroll period commencing on the  
(Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR  
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF  
TITLE 31 OF THE UNITED STATES CODE.



U.S. Department of Housing and Urban Development  
Office of Departmental Operations and Coordination  
Washington, DC 20410

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Email: [www.OfficeofLaborRelations@hud.gov](mailto:www.OfficeofLaborRelations@hud.gov)

**Labor Relations Desk Guide**  
**LR01.DG**



"General Decision Number: AK20210001 12/24/2021

Superseded General Decision Number: AK20200001

State: Alaska

Construction Types: Building and Heavy

Counties: Alaska Statewide.

**BUILDING AND HEAVY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	03/19/2021
2	04/09/2021
3	05/07/2021
4	06/25/2021
5	07/30/2021
6	12/24/2021

\* ASBE0097-001 06/01/2021

Rates      Fringes

Asbestos Workers/Insulator  
(includes application of all  
insulating materials  
protective coverings,  
coatings and finishings to  
all types of mechanical  
systems).....\$ 38.68      21.57

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

\* BOIL0502-002 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 47.03	30.59

\* BRAK0001-002 07/01/2020

	Rates	Fringes
Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker.....	\$ 42.16	19.67
Tile & Terrazzo Finisher.....	\$ 35.99	19.67

CARP1501-001 09/01/2019

	Rates	Fringes
MILLWRIGHT.....	\$ 37.64	23.46

CARP2520-003 09/01/2019

	Rates	Fringes
Diver		
Stand-by.....	\$ 42.65	26.51
Tender.....	\$ 41.65	26.51
Working.....	\$ 82.45	26.51
Piledriver		
Piledriver; Skiff Operator and Rigger.....	\$ 38.34	26.51
Sheet Stabber.....	\$ 38.34	26.51
Welder.....	\$ 43.90	26.51

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.

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 CARP4059-001 09/01/2019

	Rates	Fringes
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CARPENTER

Including Lather and Drywall Hanging.....	\$ 38.34	26.51
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 ELEC1547-004 04/01/2020

	Rates	Fringes
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CABLE SPLICER.....	\$ 41.27	3% + 27.64
ELECTRICIAN.....	\$ 40.94	3% + 27.89

-----  
 ELEC1547-005 04/01/2021

Line Construction

	Rates	Fringes
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CABLE SPLICER.....	\$ 57.79	32.04
Linemen (Including Equipment Operators, Technician).....	\$ 56.04	3%+32.04
Powderman.....	\$ 54.04	32.04
TREE TRIMMER.....	\$ 37.30	3%+25.94

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 ELEV0019-002 01/01/2020

	Rates	Fringes
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ELEVATOR MECHANIC.....	\$ 59.11	35.245
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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

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ENGI0302-002 01/01/2021

Rates Fringes

**POWER EQUIPMENT OPERATOR**

GROUP 1.....	\$ 42.53	25.20
GROUP 1A.....	\$ 44.29	25.20
GROUP 2.....	\$ 41.76	25.20
GROUP 3.....	\$ 41.04	25.20
GROUP 4.....	\$ 34.83	25.20
<b>TUNNEL WORK</b>		
GROUP 1.....	\$ 46.78	25.20
GROUP 1A.....	\$ 48.72	25.20
GROUP 2.....	\$ 45.94	25.20
GROUP 3.....	\$ 45.14	25.20
GROUP 4.....	\$ 38.31	25.20

**POWER EQUIPMENT OPERATOR CLASSIFICATIONS**

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

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;

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; Trenching Machine under 16 inches; Waste/ Waste Water Treatment 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

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.

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 \* IRON0751-003 07/01/2021

	Rates	Fringes
IRONWORKER		
BENDER OPERATOR.....	\$ 40.82	34.99
BRIDGE, STRUCTURAL,  ORNAMENTAL, REINFORCING  MACHINERY MOVER, RIGGER,  SHEETER, STAGE RIGGER,		
BENDER OPERATOR.....	\$ 40.82	34.99
BRIDGE, STRUCTURAL, ORNAMENTAL, REINFORCING MACHINERY MOVER, RIGGER, SHEETER, STAGE RIGGER,		
BENDER OPERATOR.....	\$ 38.75	32.63
FENCE, BARRIER INSTALLER....	\$ 37.32	34.99
GUARDRAIL INSTALLERS.....	\$ 38.32	34.99
GUARDRAIL LAYOUT MAN.....	\$ 38.06	34.99
HELICOPTER, TOWER.....	\$ 41.82	34.99

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 \* LABO0341-001 04/01/2021

	Rates	Fringes
LABORER (South of the 63rd Parallel & West of Longitude 138 Degrees)		
GROUP 1.....	\$ 32.00	31.11
GROUP 2.....	\$ 33.00	31.11
GROUP 3.....	\$ 33.90	31.11
GROUP 3A.....	\$ 37.18	31.11
GROUP 3B.....	\$ 40.97	28.40
GROUP 4.....	\$ 21.57	31.11
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 35.20	31.11
GROUP 2.....	\$ 36.30	31.11
GROUP 3.....	\$ 37.29	31.11
GROUP 3A.....	\$ 40.90	31.11
GROUP 3B.....	\$ 45.07	28.40

## LABORERS CLASSIFICATIONS

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

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

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

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

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

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.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

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LABO0942-001 04/01/2021

Rates            Fringes

Laborers: North of the 63rd  
Parallel & East of Longitude  
138 Degrees

GROUP 1.....	\$ 32.00	27.58
GROUP 2.....	\$ 33.00	27.58
GROUP 3.....	\$ 33.90	27.58
GROUP 3A.....	\$ 37.18	27.58
GROUP 3B.....	\$ 40.97	24.87
GROUP 4.....	\$ 21.57	27.58
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 34.88	28.36
Group 1.....	\$ 35.20	27.58
GROUP 2.....	\$ 35.98	28.36
Group 2.....	\$ 36.30	27.58
GROUP 3.....	\$ 36.97	28.36
Group 3.....	\$ 37.29	27.58
GROUP 3A.....	\$ 40.58	28.36
Group 3A.....	\$ 40.90	27.58
GROUP 3B.....	\$ 44.75	25.65
Group 3B.....	\$ 45.07	24.87

LABORERS CLASSIFICATIONS

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

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

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

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

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

## TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

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.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

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PAIN1959-001 03/01/2021

NORTH OF THE 63RD PARALLEL

Rates Fringes

PAINTER

BRUSH/ROLLER PAINT OR WALL COVERER.....	\$ 34.19	24.16
TAPING, TEXTURING, STRUCTURAL PAINTING, SANDBLASTING, POT TENDER, FINISH METAL, SPRAY, BUFFER OPERATOR, RADON MITIGATION, LEAD BASED PAINT ABATEMENT, HAZARDOUS MATERIAL HANDLER.....	\$ 34.19	24.16

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PAIN1959-002 03/01/2021

SOUTH OF THE 63RD PARALLEL

Rates Fringes

PAINTER

General Painter.....	\$ 31.33	24.94
Industrial Painter.....	\$ 32.68	24.94
Taper / Paper & Vinyl Hanger.....	\$ 32.58	24.94

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PAIN1959-003 07/01/2019

NORTH OF THE 63RD PARALLEL

Rates Fringes

GLAZIER.....\$ 39.40      24.87

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PAIN1959-004 07/01/2019

          Rates      Fringes

FLOOR LAYER: Carpet.....\$ 28.75      14.44

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PAIN1959-006 07/01/2019

SOUTH OF THE 63RD PARALLEL

          Rates      Fringes

GLAZIER.....\$ 39.61      23.94

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\* PLUM0262-002 07/01/2021

East of the 141st Meridian

          Rates      Fringes

Plumber; Steamfitter.....\$ 39.82      27.52

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\* PLUM0367-002 07/01/2021

South of the 63rd Parallel

          Rates      Fringes

Plumber; Steamfitter.....\$ 41.00      27.95

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\* PLUM0375-002 07/01/2021

North of the 63rd Parallel

          Rates      Fringes

Plumber; Steamfitter.....\$ 42.91      31.25

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PLUM0669-002 04/01/2019

          Rates      Fringes

SPRINKLER FITTER.....\$ 47.25      26.49

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ROOF0189-006 04/01/2021

          Rates      Fringes

ROOFER.....\$ 44.62      17.63

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\* SHEE0023-003 07/01/2021

South of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.75	27.92

\* SHEE0023-004 07/01/2021

North of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 49.04	28.26

TEAM0959-003 04/01/2021

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 41.94	26.12
GROUP 1A.....	\$ 43.21	26.12
GROUP 2.....	\$ 40.68	26.12
GROUP 3.....	\$ 39.86	26.12
GROUP 4.....	\$ 39.28	26.12
GROUP 5.....	\$ 38.52	26.12

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

GROUP 1A: Dump Trucks (including Rockbuggy and Trucks with pups) over 60 yards up to and including 100 yards; Jeeps (driver under load)

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

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



GROUP 4: Buggymobile; Semi or Truck and trailer; Dumpster; Tireman (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;

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

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

### Union Average Rate Identifiers

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

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

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## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

"General Decision Number: AK20210001 12/24/2021

Superseded General Decision Number: AK20200001

State: Alaska

Construction Types: Building and Heavy

Counties: Alaska Statewide.

**BUILDING AND HEAVY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	03/19/2021
2	04/09/2021
3	05/07/2021
4	06/25/2021
5	07/30/2021
6	12/24/2021

\* ASBE0097-001 06/01/2021

Rates      Fringes

Asbestos Workers/Insulator  
(includes application of all  
insulating materials  
protective coverings,  
coatings and finishings to  
all types of mechanical  
systems).....\$ 38.68      21.57

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

\* BOIL0502-002 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 47.03	30.59

\* BRAK0001-002 07/01/2020

	Rates	Fringes
Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker.....	\$ 42.16	19.67
Tile & Terrazzo Finisher.....	\$ 35.99	19.67

CARP1501-001 09/01/2019

	Rates	Fringes
MILLWRIGHT.....	\$ 37.64	23.46

CARP2520-003 09/01/2019

	Rates	Fringes
Diver		
Stand-by.....	\$ 42.65	26.51
Tender.....	\$ 41.65	26.51
Working.....	\$ 82.45	26.51
Piledriver		
Piledriver; Skiff Operator and Rigger.....	\$ 38.34	26.51
Sheet Stabber.....	\$ 38.34	26.51
Welder.....	\$ 43.90	26.51

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.

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 CARP4059-001 09/01/2019

	Rates	Fringes
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CARPENTER

Including Lather and Drywall Hanging.....	\$ 38.34	26.51
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 ELEC1547-004 04/01/2020

	Rates	Fringes
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CABLE SPLICER.....	\$ 41.27	3% + 27.64
ELECTRICIAN.....	\$ 40.94	3% + 27.89

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 ELEC1547-005 04/01/2021

Line Construction

	Rates	Fringes
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CABLE SPLICER.....	\$ 57.79	32.04
Linemen (Including Equipment Operators, Technician).....	\$ 56.04	3%+32.04
Powderman.....	\$ 54.04	32.04
TREE TRIMMER.....	\$ 37.30	3%+25.94

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 ELEV0019-002 01/01/2020

	Rates	Fringes
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ELEVATOR MECHANIC.....	\$ 59.11	35.245
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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

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 ENGI0302-002 01/01/2021

Rates Fringes

**POWER EQUIPMENT OPERATOR**

GROUP 1.....	\$ 42.53	25.20
GROUP 1A.....	\$ 44.29	25.20
GROUP 2.....	\$ 41.76	25.20
GROUP 3.....	\$ 41.04	25.20
GROUP 4.....	\$ 34.83	25.20
<b>TUNNEL WORK</b>		
GROUP 1.....	\$ 46.78	25.20
GROUP 1A.....	\$ 48.72	25.20
GROUP 2.....	\$ 45.94	25.20
GROUP 3.....	\$ 45.14	25.20
GROUP 4.....	\$ 38.31	25.20

**POWER EQUIPMENT OPERATOR CLASSIFICATIONS**

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

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;

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; Trenching Machine under 16 inches; Waste/ Waste Water Treatment 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

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.

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 \* IRON0751-003 07/01/2021

	Rates	Fringes
IRONWORKER		
BENDER OPERATOR.....	\$ 40.82	34.99
BRIDGE, STRUCTURAL,  ORNAMENTAL, REINFORCING  MACHINERY MOVER, RIGGER,  SHEETER, STAGE RIGGER,		
BENDER OPERATOR.....	\$ 40.82	34.99
BRIDGE, STRUCTURAL, ORNAMENTAL, REINFORCING MACHINERY MOVER, RIGGER, SHEETER, STAGE RIGGER,		
BENDER OPERATOR.....	\$ 38.75	32.63
FENCE, BARRIER INSTALLER....	\$ 37.32	34.99
GUARDRAIL INSTALLERS.....	\$ 38.32	34.99
GUARDRAIL LAYOUT MAN.....	\$ 38.06	34.99
HELICOPTER, TOWER.....	\$ 41.82	34.99

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 \* LABO0341-001 04/01/2021

	Rates	Fringes
LABORER (South of the 63rd Parallel & West of Longitude 138 Degrees)		
GROUP 1.....	\$ 32.00	31.11
GROUP 2.....	\$ 33.00	31.11
GROUP 3.....	\$ 33.90	31.11
GROUP 3A.....	\$ 37.18	31.11
GROUP 3B.....	\$ 40.97	28.40
GROUP 4.....	\$ 21.57	31.11
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 35.20	31.11
GROUP 2.....	\$ 36.30	31.11
GROUP 3.....	\$ 37.29	31.11
GROUP 3A.....	\$ 40.90	31.11
GROUP 3B.....	\$ 45.07	28.40

## LABORERS CLASSIFICATIONS

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

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

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

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

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

## TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang;  
Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers;  
Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

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.

GROUP 3B: Grade checker (setting or transferring of grade  
marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly  
employed inside a tunnel portal or shaft collar.

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LABO0942-001 04/01/2021

Rates      Fringes

Laborers: North of the 63rd  
Parallel & East of Longitude  
138 Degrees

GROUP 1.....	\$ 32.00	27.58
GROUP 2.....	\$ 33.00	27.58
GROUP 3.....	\$ 33.90	27.58
GROUP 3A.....	\$ 37.18	27.58
GROUP 3B.....	\$ 40.97	24.87
GROUP 4.....	\$ 21.57	27.58
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 34.88	28.36
Group 1.....	\$ 35.20	27.58
GROUP 2.....	\$ 35.98	28.36
Group 2.....	\$ 36.30	27.58
GROUP 3.....	\$ 36.97	28.36
Group 3.....	\$ 37.29	27.58
GROUP 3A.....	\$ 40.58	28.36
Group 3A.....	\$ 40.90	27.58
GROUP 3B.....	\$ 44.75	25.65
Group 3B.....	\$ 45.07	24.87

## LABORERS CLASSIFICATIONS

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

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

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

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

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

## TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

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.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

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PAIN1959-001 03/01/2021

NORTH OF THE 63RD PARALLEL

Rates Fringes

PAINTER

BRUSH/ROLLER PAINT OR WALL COVERER.....	\$ 34.19	24.16
TAPING, TEXTURING, STRUCTURAL PAINTING, SANDBLASTING, POT TENDER, FINISH METAL, SPRAY, BUFFER OPERATOR, RADON MITIGATION, LEAD BASED PAINT ABATEMENT, HAZARDOUS MATERIAL HANDLER.....	\$ 34.19	24.16

-----  
PAIN1959-002 03/01/2021

SOUTH OF THE 63RD PARALLEL

Rates Fringes

PAINTER

General Painter.....	\$ 31.33	24.94
Industrial Painter.....	\$ 32.68	24.94
Taper / Paper & Vinyl Hanger.....	\$ 32.58	24.94

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PAIN1959-003 07/01/2019

NORTH OF THE 63RD PARALLEL

Rates Fringes

GLAZIER.....\$ 39.40      24.87

-----  
PAIN1959-004 07/01/2019

          Rates      Fringes

FLOOR LAYER: Carpet.....\$ 28.75      14.44

-----  
PAIN1959-006 07/01/2019

SOUTH OF THE 63RD PARALLEL

          Rates      Fringes

GLAZIER.....\$ 39.61      23.94

-----  
\* PLUM0262-002 07/01/2021

East of the 141st Meridian

          Rates      Fringes

Plumber; Steamfitter.....\$ 39.82      27.52

-----  
\* PLUM0367-002 07/01/2021

South of the 63rd Parallel

          Rates      Fringes

Plumber; Steamfitter.....\$ 41.00      27.95

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\* PLUM0375-002 07/01/2021

North of the 63rd Parallel

          Rates      Fringes

Plumber; Steamfitter.....\$ 42.91      31.25

-----  
PLUM0669-002 04/01/2019

          Rates      Fringes

SPRINKLER FITTER.....\$ 47.25      26.49

-----  
ROOF0189-006 04/01/2021

          Rates      Fringes

ROOFER.....\$ 44.62      17.63

-----  
\* SHEE0023-003 07/01/2021

South of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.75	27.92

\* SHEE0023-004 07/01/2021

North of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 49.04	28.26

TEAM0959-003 04/01/2021

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 41.94	26.12
GROUP 1A.....	\$ 43.21	26.12
GROUP 2.....	\$ 40.68	26.12
GROUP 3.....	\$ 39.86	26.12
GROUP 4.....	\$ 39.28	26.12
GROUP 5.....	\$ 38.52	26.12

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

GROUP 1A: Dump Trucks (including Rockbuggy and Trucks with pups) over 60 yards up to and including 100 yards; Jeeps (driver under load)

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

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



GROUP 4: Buggymobile; Semi or Truck and trailer; Dumpster; Tireman (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;

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

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

=====  
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

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

### Union Average Rate Identifiers

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

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

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## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

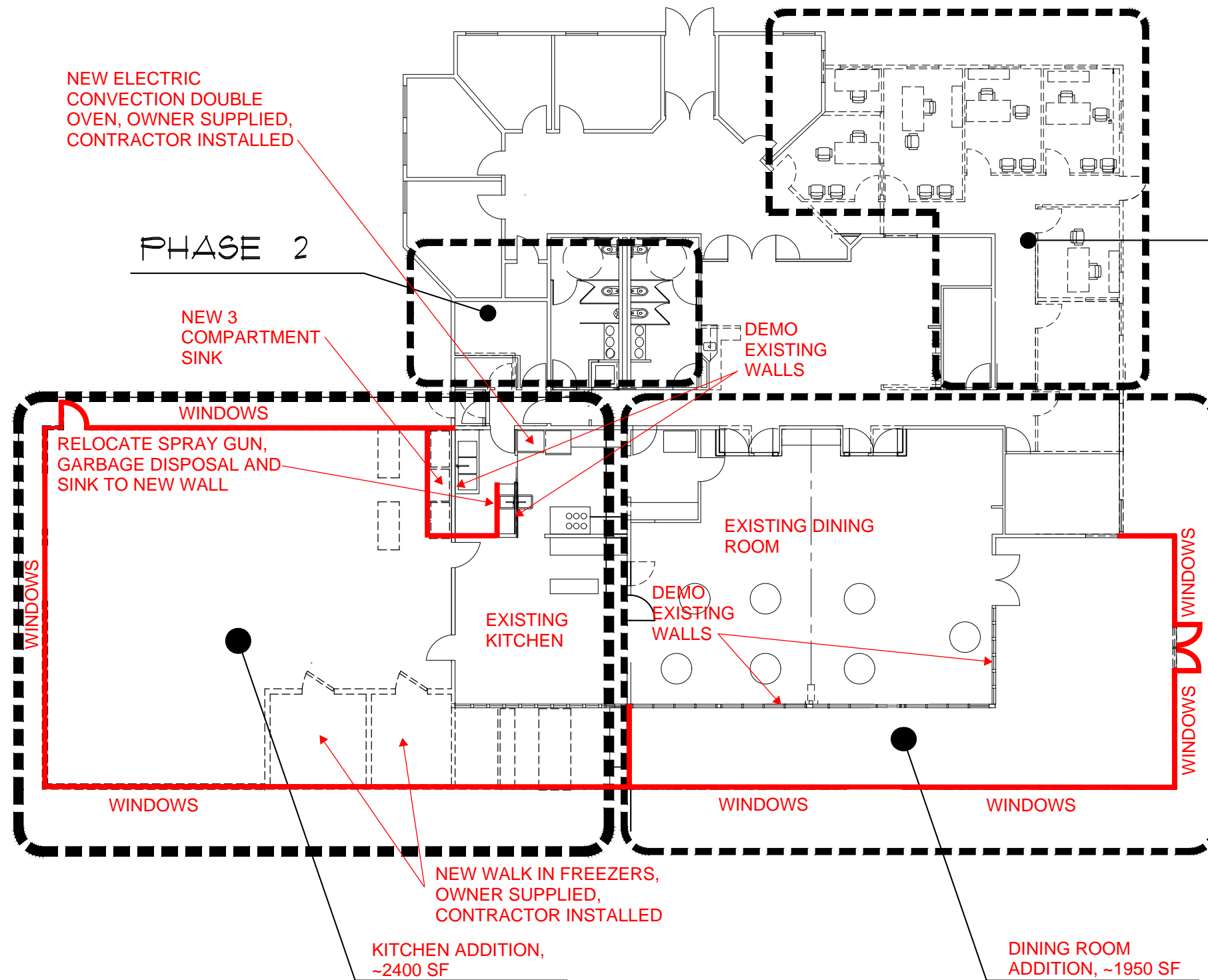
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END OF GENERAL DECISION"

## **SECTION 8**

### **OWNER PROVIDED INFORMATION**

- 8-1 SCHEMATIC FLOOR PLAN SKETCH**
  
- 8-2 EXISTING AND PROPOSED BUILDING DIMENSIONS WITH AREAS**
  
- 8-3 OWNER SUPPLIED WALK IN COOLER**
  
- 8-4 OWNER SUPPLIED WALK IN FREEZER**
  
- 8-5 OWNER SUPPLIED DOUBLE STACK OVEN**
  
- 8-6 FAIRBANKS SENIOR CENTER BUILDING AS-BUILTS**



NEW FLOOR PLAN - LAYOUT

SCALE : 3/8" = 1'-0" FULL SCALE 3/16" = 1'-0" HALF SCALE



REVISIONS

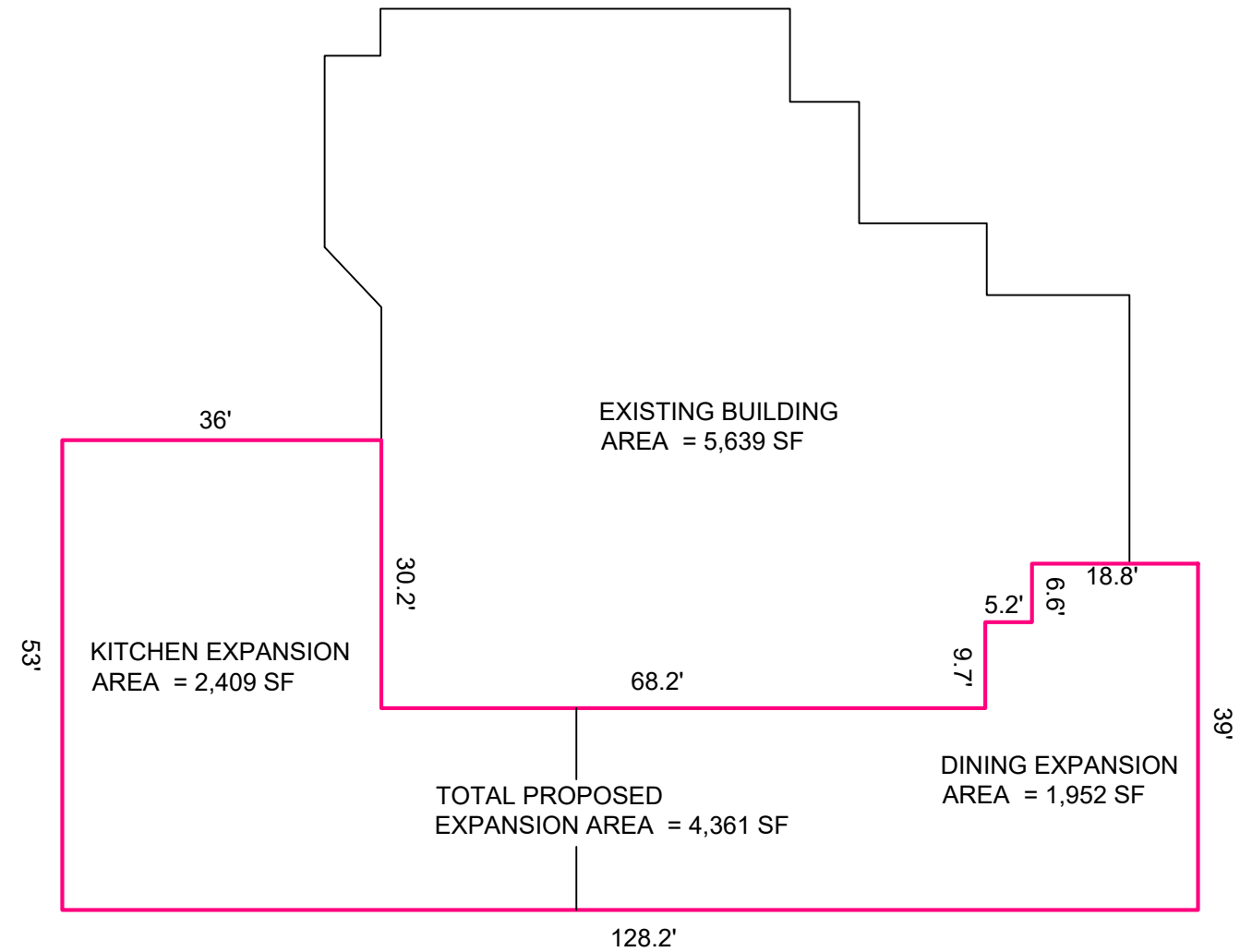
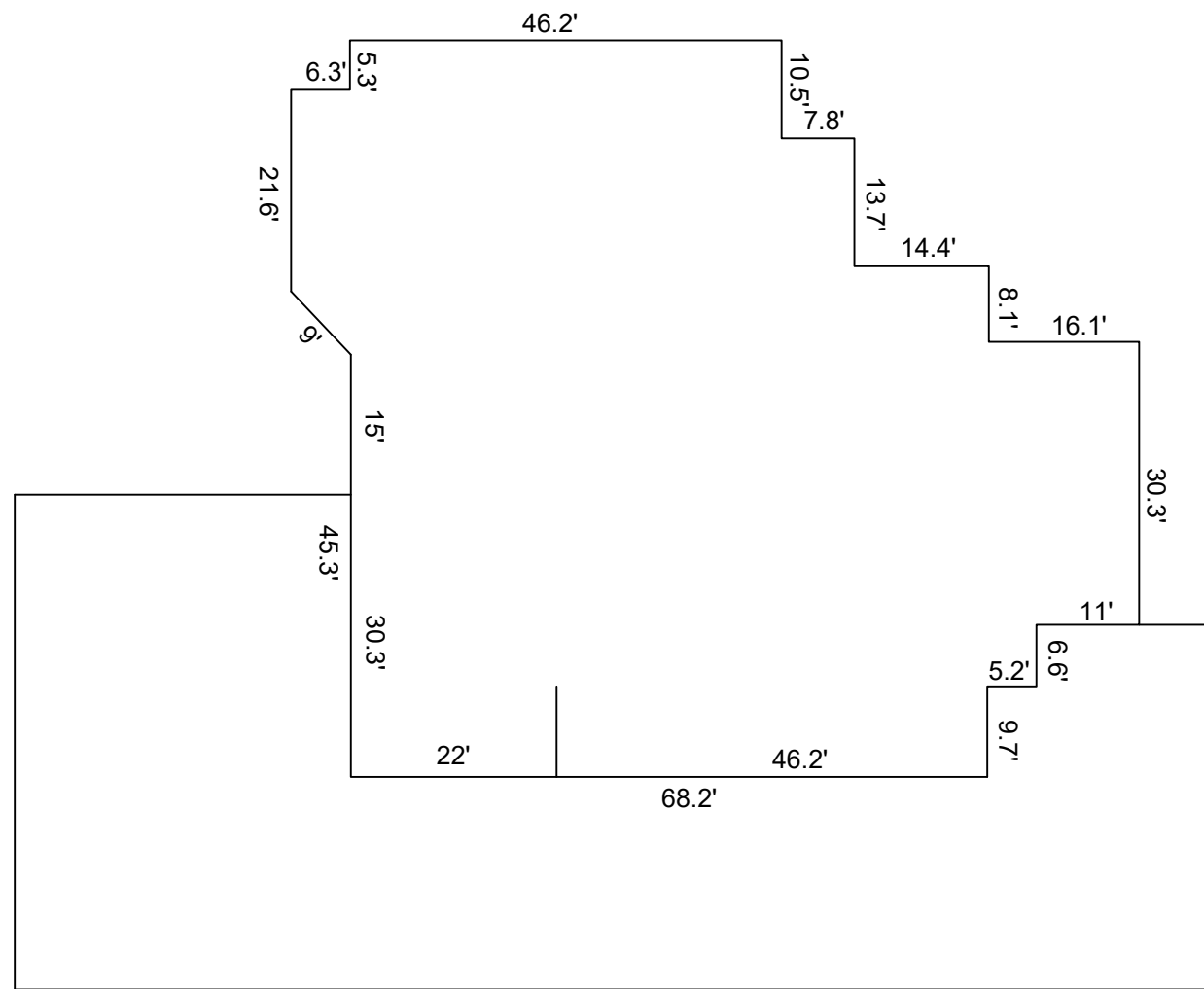
DAVID A WHITMORE ARCHITECT  
 555 Third Avenue Suite A  
 Fairbanks, Alaska 99701  
 Fax 907-452-2559  
 907-452-2559  
 david@whitmorearchitect.com  
 david@whitmorearchitect.com

FAIRBANKS  
 SENIOR CENTER REMODEL  
 ADRC OFFICE ADDITION  
 FAIRBANKS ALASKA

DRAWN  
 CHECKED  
 DATE  
 JOB NO.  
 SHEET TITLE  
 FLOOR PLAN  
 SHEET

A1

*City of Fairbanks  
2021 Senior Center Remodel  
Fairbanks, Alaska*



*Existing and Proposed  
Dimensions & Areas  
Scale 1"=20'*



727 2<sup>nd</sup> Street  
 Hudson, Wisconsin 54016  
 800-955-5253  
 715-386-2323  
 715-386-6149 FAX

# Quotation

Quote No. NL2119966LH-A  
 Date : 06/30/2021  
 Page : 2 of 4

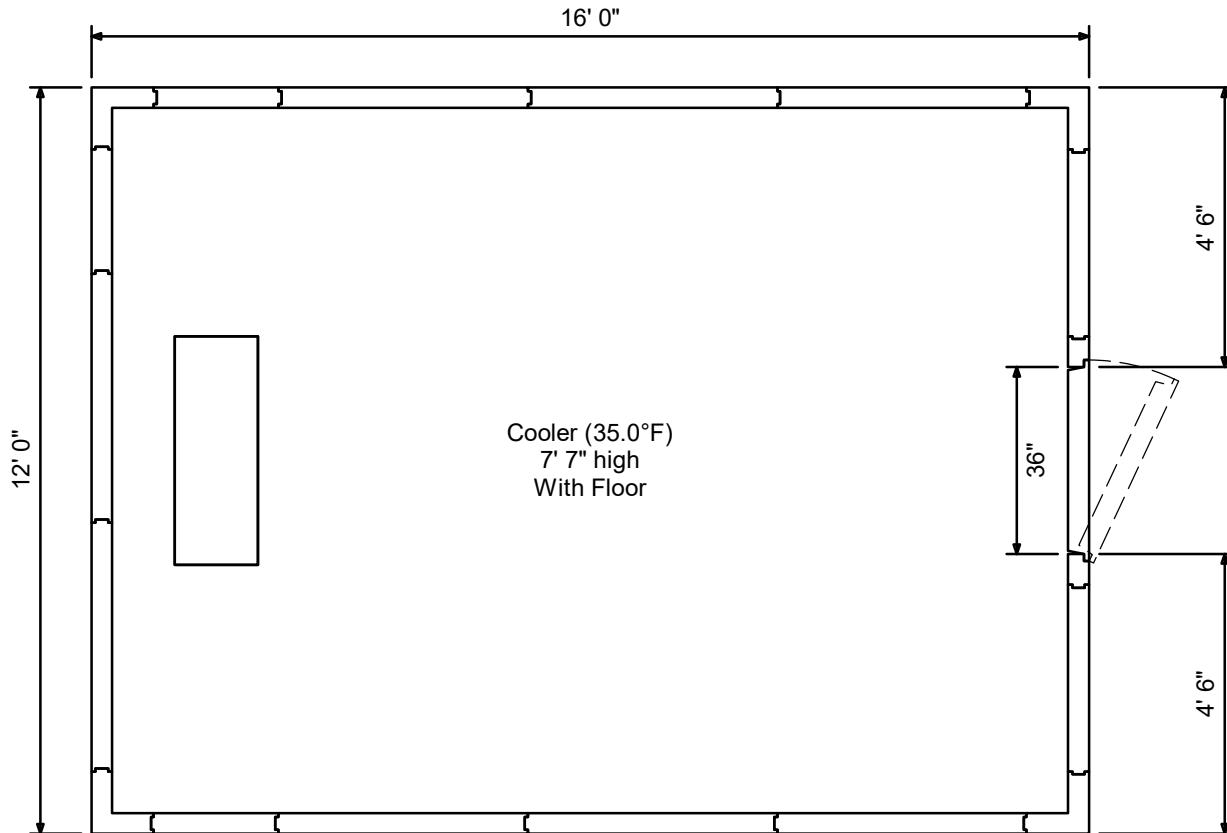


Customer	US Foods Culinary Equip & Supp
2007	5353 Nathan Ln N
	Plymouth, MN 55442-1952
Attention	Julie Welch
Project	12x16 Walk-In (Cooler)
Item Number	
Rep Name	42 - Daly & Deroma Group, Inc.
Rep Number	42
Sales Specialist	David Sansone

Approved by: \_\_\_\_\_

Refrigerated Solutions Group  
 (1) Nor-Lake FINELINE INDOOR Walk-In Cooler  
 16' 0" long, 12' 0" wide, 7' 7" high.

Finishes:  
 26 Gauge Corrosion Resistant Stucco Embossed Coated Steel - Interior wall, Exterior wall, Interior ceiling  
 26 Gauge Smooth Galvanized - Ceiling topside, Floor bottomside  
 1/8 Diamond Aluminum - Interior floor







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Customer	US Foods Culinary Equip & Supp
2007	5353 Nathan Ln N
	Plymouth, MN 55442-1952
Attention	Julie Welch
Project	12x16 Walk-In (Cooler)
Item Number	
Rep Name	42 - Daly & Deroma Group, Inc.
Rep Number	42
Sales Specialist	David Sansone

(1) 36" X 78" Walk-In Door left-hand swing

Includes door closer, cam lift hinges (one spring loaded on 36" wide and smaller doors), NL9800 deadbolt key/padlock handle with inside release, magnetic gasket, heater wire, double sweep gasket, LED vapor proof light, Heated Air Vent (standard on all freezer compartments) and NL508 combination digital thermometer and switch w/pilot light.

(1) Secure Guard Locking Handle

(1) Additional Standard Hinge

(1) 36" Door Plug-Exterior & Interior Kickplates (1/8 Diamond Aluminum)

Sq. Ft. Of 3/4" CDX Plywood Subfloor for Cooler (35.0°F)

(1) (1)E1MD0153A-TA2/(1)MHMD012AB (QTY. 1) 1.25HP Cond Unit 208-230/60/1 R-448A/R-449A, Outdoor Unit , Medium Temp 35F., 10803 BTUH System Capacity. With Mounted Timer. With Hermetic Compressor. Sized for 100 F. Temperature at Condenser. 38" (L) 27" (W) 18" (H) Base: M2 @ 240#. MCA: 19, MOP: 20, RLA: 9, LRA: 51. Connections - Liquid: 0.375", Suction: 0.875".

(QTY. 1) Evap 115/60/1 R-448A/R-449A, Air Defrost Mtd TXV/Temp Ctrl/Sol, Medium Temp 35F., 15300 BTUH Evaporator Capacity. 44" (L) 16" (W) 17" (H) @ 62#. Fan Amps: 1.6.

Calculated load for Cooler (35.0°F) is 7295 BTU's/hour calculated from 100 °F ambient temperature, 0' elevation, 70 °F floor temperature, 19.85 minutes open door time per 24 hrs for(1) 36.00" X 78.00" walk-indoor opening into 100.00 °F ambient, 1.5 Watts per square foot lighting operating 8 hours per day, 0.096 occupants working 8 hours per day. All calculations are based on data supplied by ASHRAE publications.

(1) 4 Year Extended Compressor Warranty, 1.5-3HP

(1) 18 Month Labor/Service Warranty

Refrigeration is "sized" for holding product only; that is; our calculation is based on product entering at the same temperature as the desired temperature of this walk-in. If you feel that this is insufficient, please advise.

Construction Approvals: NSF Approved, cULus and CSA Electrical, UL Flame Spread-25 and ULC Flame Spread-50 in accordance with ASTM E-84. To comply with the US Energy Independence & Security Act of 2007, all walk-in doors opening into the ambient (indoors or outdoors) are required to have a method for minimizing infiltration when the doors are open. All RSG walk-in doors will include a spring hinge to comply with this standard by 1-1-09, however; to further minimize infiltration, RSG recommends the use of a strip curtain or strip door for all exterior doors. NOTE: Indoor walk-in(s) must be in an environmentally controlled space. Relative Humidity should be kept between 30%-60%, maintaining a Dew Point of 50° F or less.

Quotation is subject to change upon receipt of detailed specifications and/or refrigeration load information. Refrigeration sizing is based on maximum line runs of 100 feet per system. NOTE: Walk-Ins sold into the state of California may require structural engineered drawings for seismic review. If required, RSG can provide the required drawings and structural support. Please contact RSG for lead time and pricing to meet this requirement. Local Codes: Walk-Ins may need engineered drawings or special construction to meet local code approvals for rain, wind, seismic, and snow load approvals. If required, please contact RSG for lead time and pricing to meet these requirements.

Verify all dimensions prior to order.

NOTE: Refrigeration system(s) are subject to change due to ship date and availability.

Quotation is subject to change upon receipt of detailed specifications and/or refrigeration load information.



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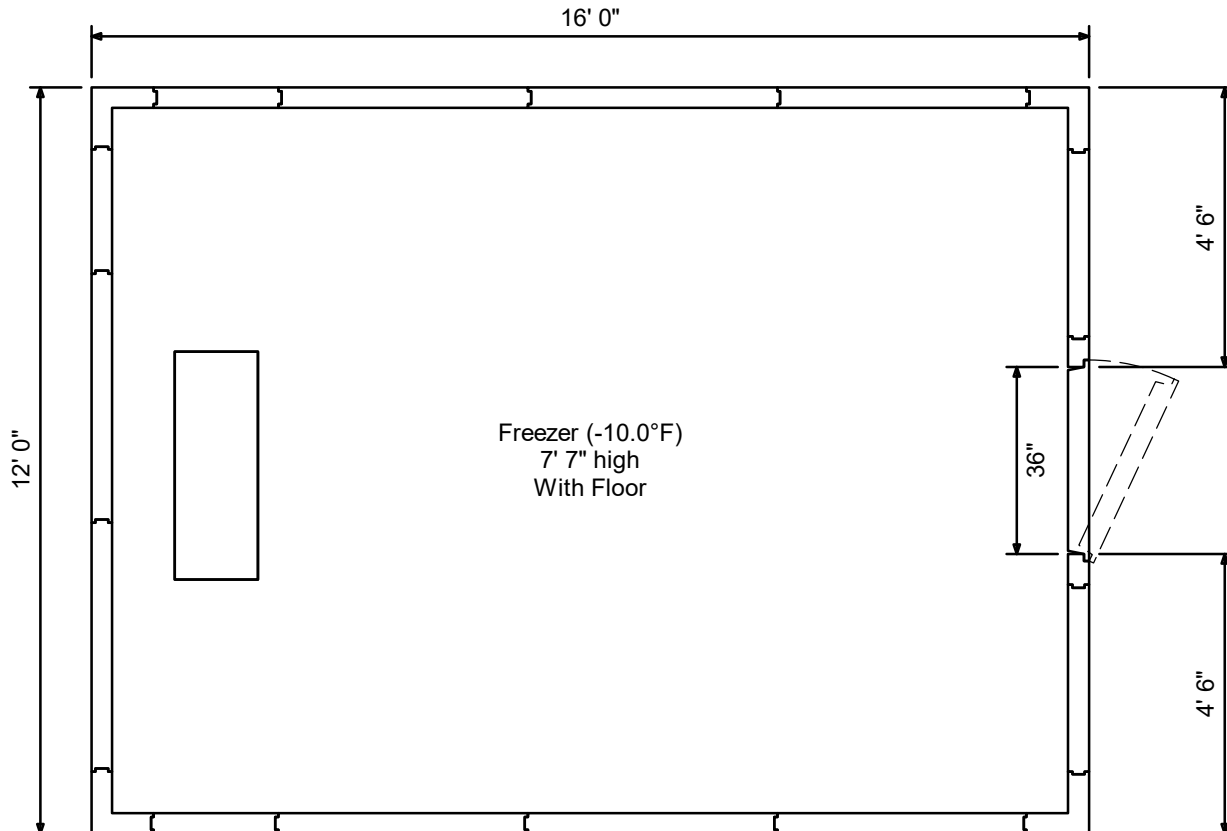


Customer	US Foods Culinary Equip & Supp
2007	5353 Nathan Ln N
	Plymouth, MN 55442-1952
Attention	Julie Welch
Project	12x16 Walk-In (Freezer)
Item Number	
Rep Name	42 - Daly & Deroma Group, Inc.
Rep Number	42
Sales Specialist	David Sansone

Approved by: \_\_\_\_\_

Refrigerated Solutions Group  
 (1) Nor-Lake FINELINE INDOOR Walk-In Freezer  
 16' 0" long, 12' 0" wide, 7' 7" high.

Finishes:  
 26 Gauge Corrosion Resistant Stucco Embossed Coated Steel - Interior wall, Exterior wall, Interior ceiling  
 26 Gauge Smooth Galvanized - Ceiling topside, Floor bottomside  
 1/8 Diamond Aluminum - Interior floor





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Customer	US Foods Culinary Equip & Supp
2007	5353 Nathan Ln N
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Attention	Julie Welch
Project	12x16 Walk-In (Freezer)
Item Number	
Rep Name	42 - Daly & Deroma Group, Inc.
Rep Number	42
Sales Specialist	David Sansone

(1) 36" X 78" Walk-In Door left-hand swing

Includes door closer, cam lift hinges (one spring loaded on 36" wide and smaller doors), NL9800 deadbolt key/padlock handle with inside release, magnetic gasket, heater wire, double sweep gasket, LED vapor proof light, Heated Air Vent (standard on all freezer compartments) and NL508 combination digital thermometer and switch w/pilot light.

(1) Secure Guard Locking Handle

(1) Additional Standard Hinge

(1) 36" Door Plug-Exterior & Interior Kickplates (1/8 Diamond Aluminum)

Sq. Ft. Of 3/4" CDX Plywood Subfloor for Freezer (-10.0°F)

(1) (1)E1LD0088B-TE2/(1)MSLD030AB (QTY. 1) 3HP Cond Unit 208-230/60/1 R-448A/R-449A, Outdoor Unit Scroll Compressor , Low Temp -10F., 8544 BTUH System Capacity. With Mounted Timer. Sized for 100 F. Temperature at Condenser. 30" (L) 31" (W) 26" (H) Base: M3 @ 250#. MCA: 34, MOP: 40, RLA: 17, LRA: 88. Connections - Liquid: 0.375", Suction: 0.875". (QTY. 1) Evap 208-230/60/1 R-448A/R-449A, Elec Defrost Mtd TXV/Temp Ctrl/Sol, Low Temp -10F., 8800 BTUH Evaporator Capacity. 44" (L) 16" (W) 17" (H) @ 55#. Fan Amps: 1.0, Defrost Amps: 9.8.

Calculated load for Freezer (-10.0°F) is 7989 BTU's/hour calculated from 100 °F ambient temperature, 0' elevation, 70 °F floor temperature, 10.08 minutes open door time per 24 hrs for(1) 36.00" X 78.00" walk-indoor opening into 100.00 °F ambient, 1.5 Watts per square foot lighting operating 8 hours per day, 0.096 occupants working 8 hours per day. All calculations are based on data supplied by ASHRAE publications.

(1) 4 Year Extended Compressor Warranty, 1.5-3HPS

(1) 18 Month Labor/Service Warranty

Refrigeration is "sized" for holding product only; that is; our calculation is based on product entering at the same temperature as the desired temperature of this walk-in. If you feel that this is insufficient, please advise.

Construction Approvals: NSF Approved, cULus and CSA Electrical, UL Flame Spread-25 and ULC Flame Spread-50 in accordance with ASTM E-84. To comply with the US Energy Independence & Security Act of 2007, all walk-in doors opening into the ambient (indoors or outdoors) are required to have a method for minimizing infiltration when the doors are open. All RSG walk-in doors will include a spring hinge to comply with this standard by 1-1-09, however; to further minimize infiltration, RSG recommends the use of a strip curtain or strip door for all exterior doors. NOTE: Indoor walk-in(s) must be in an environmentally controlled space. Relative Humidity should be kept between 30%-60%, maintaining a Dew Point of 50° F or less.

Quotation is subject to change upon receipt of detailed specifications and/or refrigeration load information. Refrigeration sizing is based on maximum line runs of 100 feet per system. NOTE: Walk-Ins sold into the state of California may require structural engineered drawings for seismic review. If required, RSG can provide the required drawings and structural support. Please contact RSG for lead time and pricing to meet this requirement. Local Codes: Walk-Ins may need engineered drawings or special construction to meet local code approvals for rain, wind, seismic, and snow load approvals. If required, please contact RSG for lead time and pricing to meet these requirements.

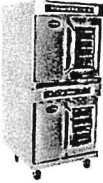
Verify all dimensions prior to order.

NOTE: Refrigeration system(s) are subject to change due to ship date and availability.

Quotation is subject to change upon receipt of detailed specifications and/or refrigeration load information.

1

1 ea **CONVECTION OVEN, ELECTRIC**



Royal Range of California Model No. RECO-2  
Convection Oven, electric, double-deck, standard depth,  
accommodates full size sheet pans, electric thermostat adjustable  
from 150-500°F, (5) chrome plated racks standard with (11) positions,  
porcelain coated interior, dual stainless steel doors with glass viewing  
window on right, stainless steel front, sides & top, (2) 9.0kW, cCSAus,  
CSA-Sanitation , Made in USA  
Dimensions 74(h) x 34(w) x 40.5(d)

- 1 ea Two year limited parts and labor warranty, standard
- 1 ea (2) 208v/60/1-ph, 45.0 amps, 9.0kW, standard
- 1 ea Glass view window on right doors, standard
- 2 ea Solid stainless steel doors on left, standard
- 1 ea Casters, set of 4 (2 locking)

**Lead time 9 weeks for build before ship.**

Weight: 940 lbs total

**ITEM TOTAL:**

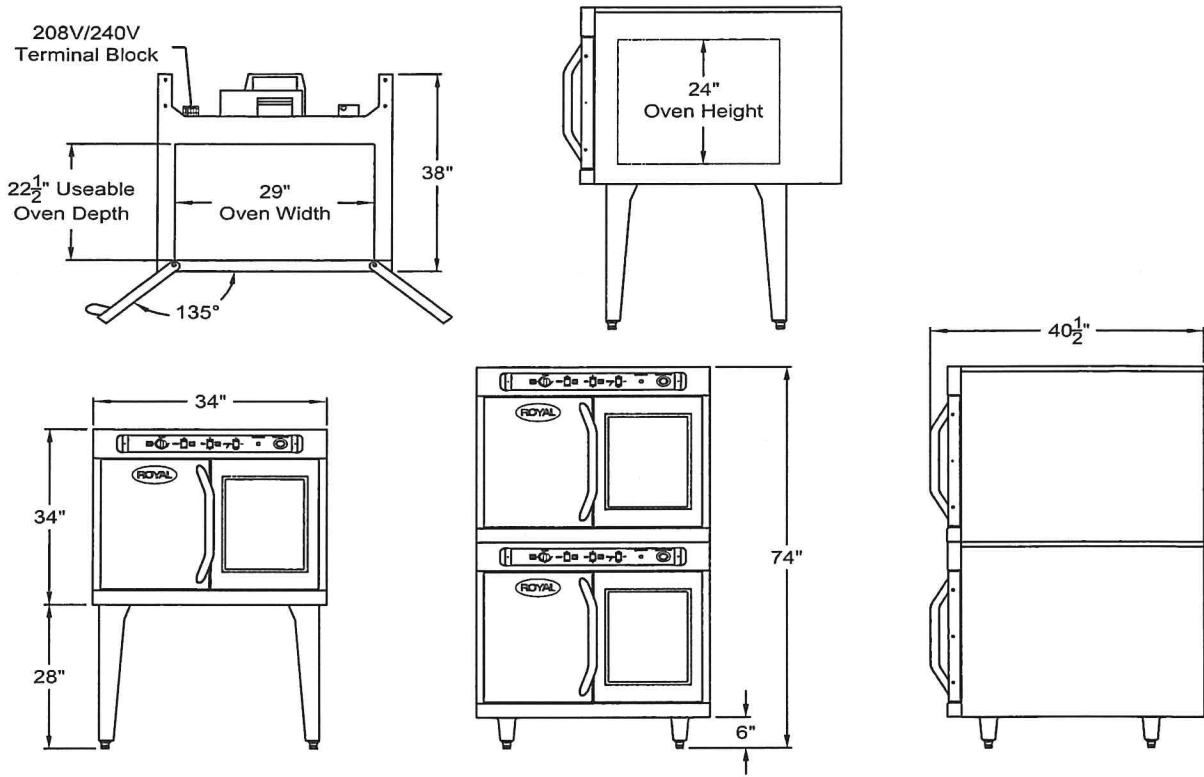
2

1 ea **RANGE, 48", 8 OPEN BURNERS**

\$7,390.00

\$7,390.00

# Electric Convection Oven - Standard Depth



Model Number	Total KW	Ship Weight
RECO-1	9	495 lbs.
RECO-2	18	940 lbs.
RECO-6K-1	6	495 lbs.
RECO-6K-2	12	940 lbs.

Electrical: Two speed motor (1725/1140 rpm) 230V, 50/60 Hz, 1/2 HP  
Terminal block for power cord connection with ground lug.

## Heating Elements:

Voltage (V)	Phase	Total KW	Current (Amps)
208	1	9	45
208	3	9	L1-26, L2-25, L3-25
240	1	9	39
240	3	9	L1-23, L2-22, L3-22
480	3	9	L1-12, L2-11, L3-11
208 (6K)	1	6	29
240 (6K)	1	6	25

## Clearances:

	Combustible	Non-Combustible
Rear	0"	0"
Sides	0"	0"

Due to continuing product development to ensure best possible performance, these specifications are subject to change without prior notification.

**Royal Range of California, Inc.**  
3245 Corridor Dr. • Eastvale, CA 91752 • (800) 769-2414 • (951) 360-1600  
Fax: (951) 360-7500 • [www.royalranges.com](http://www.royalranges.com) • [sales@royalranges.com](mailto:sales@royalranges.com)

## **SECTION 8**

### **OWNER PROVIDED INFORMATION**

#### **8-6 FAIRBANKS SENIOR CENTER BUILDING AS-BUILTS**

PDF files of 1980 as-builts of the original structure and 1986 as-builts of the front addition are available to download from City of Fairbanks website;

<https://www.fairbanksalaska.us/rfps>.