COMMUNITY ACTION PIONEER VALLEY, INC.

*SAMPLE* CONTRACT FOR

**WINDOW REPLACEMENT PROJECT**

This contract, executed this \_\_th day of \_\_\_\_\_\_\_\_\_\_\_\_by and between (INSERT VENDOR NAME) hereinafter called "Contractor" and **COMMUNITY ACTION PIONEER VALLEY, INC. (CAPV)**, party of the second part hereinafter called "Owner".

**WITNESSETH,** that for the consideration hereinafter mentioned, the Owner and the Contractor shall agree to the terms and conditions contained in this contract, the Bidding Documents, and all addenda issued prior to and all Modifications issued after execution of the Contract.

The OWNER shall pay the Vendor for the performance of this contract in the sum of **$\_\_\_\_\_\_\_\_\_\_**

This contract shall not be altered in any particular way without the consent of all parties to this contract. All alterations to this contract must be in writing and authorized as such by Owner (CAPV).

The Contractor shall not delegate, assign or transfer any of its duties delineated in the scope of services without prior written consent from CAPV.

The Contractor shall indemnify and hold harmless, CAPV and all of its officers, agents, and employees against all suits, claims or liabilities of every nature, arising out of, or in consequence of, the acts or omissions of the Contractor, its employees, agents, or sub-contractors in connection with their rendering of services or goods under this AGREEMENT and will, at the Contractor’s own cost and expense, defend any and all such suits and actions.

**WITNESSETH**

**WHEREAS,** Owner and Contractor have entered into a contract for the Removal & Replacement of Windows at the Community Action \_\_\_\_\_\_\_\_\_ site located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, MA

**WHEREAS,** Owner has received a grant under the authority of the Head Start Act, 42 USC 9801 *et seq*., from the U.S. Department of Health and Human Services (“HHS”), Award Number: 01CH010695 (“Grant”) which will pay for the cost of the renovation;

**WHEREAS,** a condition of the Head Start Act funding is that any construction contracts funded through Head Start funds will comply with the **Davis-Bacon Act** (40 U.S.C. § 276a to a-7);

**WHEREAS**, Owner must also comply with additional requirements under 45 C.F.R. Part 74 and 2 C.F.R. Part 200 for construction contracts paid for with federal grant funds;

**NOW, THEREFORE,** in consideration of the foregoing, of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor, intending to be legally bound, hereby covenant and agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated herein and made a part hereof by this reference.

2. Grant-Related Laws, Regulations, and Policies.

2.1 The Contract shall be governed and construed in accordance with the terms and conditions of the Grant awarded from HHS, rule, regulation, order, decree, directive, principle of common law or interpretation of any of the forgoing by a governmental authority, as may be amended from time to time.

2.2 The terms and conditions of the Grant take priority over the terms of the Contract. Anything in the Contract that contradicts the terms and conditions of the Grant shall be stricken.

2.3 Compliance with other Applicable Law. In connection with the provision of services pursuant to the Contract, Contractor agrees to comply with the following requirements, to the extent that such requirements are applicable:

2.3.1 Davis-Bacon Act, Copeland Anti-Kickback Act and Contract Work Hours Safety Standards Act Coverage. As required by the Head Start Act Contractor and any or its subcontractors regardless of tier must pay all laborers and mechanics employed by Contractor and any subcontractors on the site of the work no less than the prevailing wage rate. Contractor must comply and must assure that any subcontractors regardless of tier comply with the Davis-Bacon Act, Copeland Anti-Kickback Act and Contract Work Hours Safety Standards Act and implementing regulations found at 29 C.F.R. parts 3 and 5. Specifically, the mandatory contract clauses found at 29 C.F.R. § 5.5(a)(1) – (10) and (b)(1) – (4)(Attachment A to this Addendum) are incorporated into the Contract by reference herein.

2.3.2 The Civil Rights Act of 1964 and all other Federal, State or local laws, rules and orders prohibiting discrimination. Consistent with the foregoing, the Parties agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations at 41 C.F.R. Part 60;

2.3.4 All applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. §1857 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), as amended; and

 2.3.5 The certification requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

2.4 Certification of Non-Debarment. Contractor hereby certifies, in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension,” that it has not been debarred or suspended from participation in any federally-funded contracts. (The debarment and suspension list can be found at www.sam.gov.) Contractor further agrees to promptly notify Owner should either it or its principals become debarred or suspended.

 2.5 Certification Regarding Lobbying. Contractor certifies that:

2.5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2.5.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

3. Limitation of Funds. The Contract is subject to the availability of federal grant funds from HHS to Owner under the Grant. Owner shall notify Contractor, in writing, of any modification, payment, delays, or cancellations of said funds by HHS. The Contract, and any and all obligations to Contractor, may be terminated by Owner in whole or in part, if for any reason HHS reduces or does not pay fully the Grant to Owner.

4. Reporting. Contractor shall maintain and furnish, for the term of the Contract, financial and programmatic information and reports which pertain, directly or indirectly, to the services provided by Contractor pursuant to the Contract and which Owner and/or HHS may reasonably deem appropriate and necessary for the monitoring and auditing of services rendered, claims for payment made, and compliance with all other terms of the Contract, in such form and with such frequency as Owner and/or HHS may prescribe.

4.1 Supporting Documentation. Owner reserves the right to request additional documentation or reports from Contractor as it deems reasonable under the circumstances or based on any changes in applicable funding requirements.

5. Record Keeping and Access. Owner shall own all documents and data gathered during Contractor’s performance of Services under the Contract (“Documents”) and has sole authority to determine the use of any Documents under the Contract. Within thirty (30) days of the end of the Term of the Contract, Contractor will provide to Owner with all copies of Documents that contain information resulting from the provision of services under the Contract, whether in hard copy or electronic form.

5.1 Contractor shall make available to Owner, HHS, the Comptroller General or any of their duly authorized representatives, upon appropriate notice, such books, records, including Documents, reports, and papers as may be necessary for audit, examination, excerpt, transcript and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to Contractor personnel for the purpose of interview and discussion related to such documents.

5.2 Contractor further agrees to permit Owner to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of the services delivered under the Contract.

 **IN WITNESS WHEREOF**, the parties hereto have executed this contract as of the day and year first written above and by their signature indicate that they are authorized to bind their respective entities.

**OWNER: CONTRACTOR:**

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

Name/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**ATTACHMENT A**

**Wage Rate Provisions**

**Pursuant to 29 C.F.R. § 5.5**

(a) The Owner requires the contracting officer insert in full in any subcontract under this Contract that is in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 C.F.R. §5.1, the following clauses:

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 C.F.R. 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. (See Attachment B, Wage Determination).

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(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 paragraph (a)(1)(iv) of 29 C.F.R. §5.5; 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 C.F.R. §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 paragraph (a)(1)(ii) of 29 C.F.R. §5.5) 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) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of 29 C.F.R. §5.5, 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.

(2) *Withholding.* The Owner 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Owner 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.

(3) *Payrolls and basic records*. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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 C.F.R §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.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Owner 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 the Owner. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. § 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 the Owner if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Owner, 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 29 C.F.R. §5.5 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 the sponsoring government agency (or the applicant, sponsor, or owner).

(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 §5.5 (a)(3)(ii) of Regulations, 29 C.F.R. part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 C.F.R. part 5, 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 Regulations, 29 C.F.R. 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 paragraph (a)(3)(ii)(B) of 29 C.F.R. §5.5.

(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 paragraph (a)(3)(i) of 29 C.F.R. §5.5 available for inspection, copying, or transcription by authorized representatives of the Owner 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, the Federal agency 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 C.F.R. § 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 C.F.R. § 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 classification of 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 this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. § 5.5(a)(1) through (10) and such other clauses as the Owner may by appropriate instructions require, 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 29 C.F.R. § 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. § 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 C.F.R. 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 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the Owner, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor 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 C.F.R. § 5.12(a)(1).

(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 C.F.R. § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Owner requires the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2),

(3), and (4) of 29 C.F.R. §5.5 in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 C.F.R. §5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5 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 paragraph (b)(1) of 29 C.F.R. §5.5, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5.

(3) Withholding for unpaid wages and liquidated damages. The Owner 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 contractor, 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 paragraph (b)(2) of 29 C.F.R. §5.5.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 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 paragraphs (b)(1) through (4) of 29 C.F.R. §5.5.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Owner requires the contracting officer to insert a clause requiring that the contractor or subcontractor maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Owner requires the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Owner and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**ATTACHMENT B**

**WAGE DETERMINATIONS**

**(SEE ATTACHED for Current Wage Determination)**

***\*Wage Determinations will be updated based on project commencement dates***

**ATTACHMENT B**

**WAGE DETERMINATIONS**

General Decision Number: MA20210003 02/12/2021

Superseded General Decision Number: MA20200003

State: Massachusetts

Construction Type: Building

Counties: Berkshire, Franklin, Hampden and Hampshire Counties in Massachusetts.

BUILDING 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.

Modification Number Publication Date

 0 01/01/2021

 1 02/12/2021

ASBE0006-011 09/01/2019

 Rates Fringes

Insulator/asbestos worker (Includes the application of

all insulating materials, protective coverings,

coatings and finishes to all types of

mechanical systems) .............$ 38.75 29.90

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BOIL0029-001 01/01/2017

 Rates Fringes

BOILERMAKER......................$ 42.42 24.92

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\* BRMA0001-001 08/01/2020

SPRINGFIELD/PITTSFIELD CHAPTER FRANKLIN, HAMPDEN, and HAMPSHIRE COUNTIES

 Rates Fringes

BRICKLAYER

 BRICKLAYERS; CEMENT MASONS; PLASTERERS; STONE

 MASONS; MARBLE, TILE &

 TERRAZZO WORKERS............$ 44.16 33.63

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\* BRMA0001-003 08/01/2020

SPRINGFIELD/PITTSFIELD BERKSHIRE

 Rates Fringes

BRICKLAYER

 BRICKLAYERS; CEMENT MASONS; PLASTERERS; STONE

 MASONS; MARBLE, TILE &

 TERRAZZO WORKERS............$ 44.16 33.63

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CARP0056-014 08/01/2020

 Rates Fringes

PILEDRIVERMAN....................$ 49.07 35.57

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CARP0336-006 03/01/2020

Franklin County (Erving, Orange, North Orange and Warwick)

 Rates Fringes

CARPENTER........................$ 42.40 29.10

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CARP0336-009 03/01/2020

HAMPDEN; HAMPSHIRE AND FRANKLIN (Remainder)

 Rates Fringes

Carpenter/Lather/Drywall

Applicator.......................$ 42.40 29.10

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CARP0336-013 03/01/2020

BERKSHIRE COUNTY

 Rates Fringes

CARPENTER........................$ 42.40 29.10

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CARP1121-004 01/06/2020

 Rates Fringes

MILLWRIGHT.......................$ 36.71 31.15

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CARP2168-003 09/01/2020

 Rates Fringes

FLOOR LAYER: Carpet.............$ 47.79 29.40

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ELEC0007-002 06/28/2020

HAMPDEN (Except Chester & Holyoke); HAMPSHIRE (Belchertown, Ware)

 Rates Fringes

ELECTRICIAN......................$ 44.01 24.67

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ELEC0007-003 06/28/2020

BERKSHIRE; FRANKLIN; HAMPDEN (Chester, Holyoke); HAMPSHIRE

(Except Belchertown, Ware)

 Rates Fringes

ELECTRICIAN......................$ 44.01 24.67

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ELEC0007-006 06/28/2020

 Rates Fringes

Teledata System Installer........$ 44.01 24.67

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ELEC0042-003 09/03/2017

 Rates Fringes

Line Construction:

 Heavy Equipment Operator....$ 42.26 6.5%+19.81

 Lineman, Cable Splicer and

 Dynamite Man................$ 46.96 6.5%+22.00

 Material Man, Tractor

 Trailer Driver, Equipment

 Operator....................$ 39.92 6.5%+19.21

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ELEV0041-001 01/01/2020

 Rates Fringes

ELEVATOR MECHANIC................$ 54.85 34.765+a+b

FOOTNOTE:

 a.Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

 b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

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ENGI0098-001 12/01/2016

 Rates Fringes

Power equipment operators:

(BUILDING & RESIDENTIAL)

 Group 1...................$ 33.68 23.96+A

 Group 2...................$ 33.37 23.96+A

 Group 3...................$ 33.15 23.96+A

 Group 4...................$ 32.54 23.96+A

 Group 5...................$ 29.92 23.96+A

 Group 6...................$ 28.80 23.96+A

 Group 7...................$ 26.86 23.96+A

 Group 8...................$ 305.95 23.962+A

 Group 9...................$ 230.69 23.96+A

 Group 10...................$ 35.17 23.96+A

 Group 11...................$ 38.18 23.96+A

 Group 12...................$ 39.68 23.96+A

 Group 13...................$ 40.68 23.96+A

 Group 14...................$ 41.68 23.96+A

 Group 15...................$ 43.18 23.96+A

HAZARDOUS WASTE PREMIUM $2.00

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

Group 8 and Group 9 are per day wages.

 A. Paid Holidays: New year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

 Group 1: Shovels; crawlers and truck cranes including all tower; self-propelled hydraulic cranes 10 tons and over; draglines; clam shells; cableways; shaft hoists; mucking machines derricks; backhoes; bulldozers; gradalls; elevating graders; pile drivers; concrete pavers; trenching machines; front end loaders- 5 1/2 cu yds and over; dual drum paver; automatic grader-excavator(C.M.I. or equal); scrapers towing pan or wagon; tandem dozers or push cats(2 units in tandem); shotcrete machine; tunnel boring machine; combination backhoe/loader 3/4 cu yd hoe or over; jet engine dryer; tree shredder; post hole digger; post hole hammer; post extractor; truck mounted concrete pump with boom; roto-mill; Grader; Horizontal Drilling Machine; John Henry Rock Drill and similar equipment.

 Group 2: Rotary drill with mounted compressor; compressor house (3 to 6 compressors); rock and earth boring machines (excluding McCarthy and similar drills); front end loaders 4 cu yds to 5 1/2 cu yds); forklifts-7 ft lift and over 3 ton capacity; scraper 21 yds and over (struck load); sonic hammer console; reclaimers road planer/milling machine; cal tracks; ballast regulators; rail anchor machines; switch tampers, asphalt pavers; mechanic; welder and transfer machine.

 Group 3: Combination backhoe/loader up to 3/4 cu yd; scrapers up to 21 cu yd (struck load, self propelled or tractor drawn); tireman; front end loaders up to 4 yds; well drillers; engineer or fireman on high pressure boiler; self-loading batch plant; well point operators electric pumps used in well point system; pumps, 16 inches and over (total discharge); compressor, one or two 900 cu ft and

 over; powered grease truck; tunnel locomotives and dingys; grout pumps; hydraulic jacks; boom truck; hydraulic cranes- up to 10 ton.

 Group 4: Asphalt rollers; self-powered rollers and compactors; tractor without blade drawing sheepsfoot roller; rubber tire roller; vibratory roller or other type

 of compactors including machines for pulverizing and aerating soil; york rake.

 Group 5: Hoists; conveyors; power pavement breakers; self-powered concrete pavement finishing machines; two bag mixers with skip; McCarthy and similar drills; batch plants (not self loading); bulk cement plants; self-propelled material spreaders; three or more 10 KW light plants; 30 KW or more generators; power broom.

 Group 6: Compressor (one or two) 315 cu ft to 900 cu ft; pumps 4 inches to 16 inches (total discharge).

 Group 7: Compressors up to 315 cu ft; small mixers with skip; pumps up to 4 inches; power heaters; oiler; A-frame trucks; forklifts-up to 7 ft. lift and up to 3 ton capacity; hydro broom; stud welder.

Group 8: Truck crane crews

Group 9: Oiler

Group 10: Master Mechanic

Group 11: Boom lengths over 150 feet including jib

Group 12: Boom lengths over 200 feet including jib

Group 13: Boom lengths over 250 feet including jib

Group 14: Boom lengths over 300 feet including jib

Group 15: Boom lengths over 350 feet including jib

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IRON0007-014 03/16/2020

BERKSHIRE (Becket, East Otis, Hinsdale, Monterey, New Marlboro, North Otis, Otis, Peru, Sandisfield, Savoy, Sheffield, Washington, Windsor); FRANKLIN; HAMPDEN; HAMPSHIRE

 Rates Fringes

IRONWORKER.......................$ 35.33 30.01

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IRON0012-003 07/01/2020

BERKSHIRE (Lee)

 Rates Fringes

IRONWORKER.......................$ 32.10 25.48

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IRON0012-004 07/01/2020

BERKSHIRE (Remainder of County)

 Rates Fringes

Ironworkers:

 Sheeter.....................$ 32.35 25.48

 Structural, Ornamental, Reinforcing, Fence

 Erector, Machinery Mover, Rigger

 Rodman, Stone, Derrickman...$ 32.10 25.48

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LABO0014-004 12/01/2017

BERKSHIRE COUNTY, FRANKLIN COUNTY (the towns of Ashfield, Buckland, Charlemont,

Hawley, Heath, and Rowe only) HAMPSHIRE COUNTY (the towns of Chesterfield, Cummington, Goshen, Middlefield, Plainfield, and Worthington only)

 Rates Fringes

Plasterer tender.................$ 26.10 20.90

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LABO0014-005 12/01/2017

HAMPDEN COUNTY, HAMPSHIRE COUNTY (with the exception of Chesterfield, Cummington, Goshen, Middlefield, Plainfield, and Worthington) FRANKLIN COUNTY (with the exception of Ashfield, Buckland, Charlemont, Hauley, Heath, Orange, Rowe, and Warwick)

 Rates Fringes

Plasterer tender.................$ 30.60 21.91

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LABO0022-002 06/01/2020

FRANKLIN (Orange, Warwick)

 Rates Fringes

Laborers:

 GROUP 1.....................$ 34.06 25.72

 GROUP 2.....................$ 34.31 25.72

 GROUP 3.....................$ 34.81 25.72

 GROUP 4.....................$ 35.06 25.72

 GROUP 5.....................$ 34.31 25.72

 GROUP 6.....................$ 34.25 22.92

LABORERS CLASSIFICATIONS

GROUP 1: Laborers; carpenter tenders; cement finisher tenders, plasterer tenders

GROUP 2: Asphalt raker; fence and guard rail erector; laser beam operator; mason tenmder; pipelayer; pneumatic drill operator; pneumatic tool operator; wagon drill operatorm jackhammer operator, pavement breaker, carbide core drilling machine, chain saw operator, barco type jumping tampers, concrete pump, motorized mortar miner, ride-on motorized buggy

GROUP 3: Air track operator; block paver; rammer; curb setter, hydraulic and similar self-powered drills

GROUP 4: Blaster; powderman

GROUP 5: Precast floor and roof, plank erector

GROUP 6: Asbestos Abatement, Toxic and Hazardous waste laborers

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LABO0473-001 06/01/2018

BERKSHIRE COUNTY, FRANKLIN COUNTY, (THE TOWNS OF ASHFIELD, BUCKLAND, CHARLEMONT, HAWLEY, HEATH, AND ROWE ONLY) HAMPSHIRE COUNTY (THE TOWNS OF CHESTERFIELD, CUMMINGTON, GOSHEN, MIDDLEFIELD, PLAINFIELD, AND WORTHINGTON ONLY)

 Rates Fringes

Laborers:........................$ 26.40 20.75

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LABO0596-001 06/04/2018

HAMPDEN COUNTY, HAMPSHIRE COUNTY (WITH THE EXCEPTION OF CHESTERFIELD, CUMMINNGTON, GOSHEN, MIDDLEFIELD, PLAINFIELD, AND WORTHINGTON) FRANKLIN COUNTY (WITH THE EXCEPTION OF ASHFIELD, BUCKLAND, CHARLEMONT, HAULY, HEATH, ORANGE, ROWE AND WARWICK)

 Rates Fringes

Laborers:

 GROUP 1.....................$ 31.00 22.19

 GROUP 2.....................$ 31.25 22.19

 GROUP 3.....................$ 31.75 22.19

 GROUP 4.....................$ 31.75 22.19

 GROUP 5.....................$ 32.00 22.19

LABORERS CLASSIFICATIONS

GROUP 1: Laborers, carpenter tenders, wrecking laborers

GROUP 2: Asphalt rakers, carbide core driller operators, chain saw operators, pipelayers, jackhammer and paving breaker operators, Barco type jumping tampers, laser beam operators, concrete pump operators, mason tenders, motorized mortar mixers, ride-on motorized buggy operators, wagon drill operators

GROUP 3: precast floor and roof plank erectors, sign erectors, asbestos removal laborers, haz-mat laborers

GROUP 4: Air track operators, block pavers, rammers and curb setters, hydraulic and similar self-powered drills

GROUP 5: Powderman and blaster

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MARB0097-001 03/01/2012

 Rates Fringes

MARBLE FINISHER..................$ 28.43 25.85

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PAIN0011-008 06/01/2020

 Rates Fringes

GLAZIER..........................$ 39.18 22.55+A

FOOTNOTE:

 A. PAID HOLIDAY: LABOR DAY (provided employee has worked any part of the week prior to Labor Day and any part of the week after Labor Day

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PAIN0035-007 07/01/2019

 Rates Fringes

PAINTER

 NEW CONSTRUCTION:

 Brush, Taper...............$ 32.33 26.35

 Spray, Sandblast...........$ 34.03 27.00

 REPAINT:

 Brush, Taper...............$ 29.65 26.35

 Spray, Sandblast...........$ 31.35 27.00

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PLUM0004-003 09/01/2020

FRANKLIN (Orange)

 Rates Fringes

Plumber and Steamfitter..........$ 46.91 26.86

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PLUM0104-004 09/17/2020

BERKSHIRE (Becket, Otis, Sandisfield); FRANKLIN (Except Monroe, Rowe, and the Western part of Charlemont); HAMPDEN; HAMPSHIRE

 Rates Fringes

Plumbers and Pipefitters.........$ 42.21 26.90

FOOTNOTE:

 A. Two paid holidays, Independence Day and Labor Day, provided the employee has been employed seven days prior to the holiday by the same employer

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PLUM0104-009 09/17/2020

BERKSHIRE (Except Otis, Becket, Sandisfield); FRANKLIN (Monroe, Rowe and the Western part of Charlemont)

 Rates Fringes

Plumber and Steamfitter..........$ 42.21 26.90

FOOTNOTE FOR PLUMBERS & STEAMFITTERS:

 A. Paid holidays: Independence Day and Labor Day, provided the employee has been employed seven days prior to the holiday by the same employer.

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ROOF0248-001 07/16/2020

All tear-off and/or removal (of any types of roofing), and all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be relaid.

 Rates Fringes

Roofers:

 Composition Roofers & Damp

 Waterproofers...............$ 33.16 28.30

 Pitch,Slate, Tile and

 Precast Concrete............$ 33.66 28.80

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SFMA0550-003 10/01/2020

 Rates Fringes

SPRINKLER FITTER.................$ 55.78 31.39

 a. PAID HOLIDAYS: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holidays.

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SHEE0063-001 01/01/2020

 Rates Fringes

Sheet metal worker...............$ 35.49 31.04

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TEAM0379-001 08/01/2020

 Rates Fringes

Truck drivers:

 Group 1.....................$ 34.98 26.6325+A+B

 Group 2.....................$ 35.15 26.6325+A+B

 Group 3.....................$ 35.22 26.6325+A+B

 Group 4.....................$ 34.44 26.6325+A+B

 Group 5.....................$ 35.44 26.6325+A+B

 Group 6.....................$ 35.73 26.6325+A+B

 Group 7.....................$ 36.02 26.6325+A+B

POWER TRUCKS $.25 DIFFERENTIAL BY AXLE

TUNNEL WORK (UNDERGROUND ONLY) $.40 DIFFERENTIAL BY AXLE

HAZARDOUS MATERIALS (IN HOT ZONE ONLY) $2.00 PREMIUM

 TRUCK DRIVERS CLASSIFICATIONS

Group 1: Station wagons; panel trucks; and pickup trucks

Group 2: Two axle equipment; & forklift operator

Group 3: Three axle equipment and tireman

Group 4: Four and Five Axle equipment

Group 5: Specialized earth moving equipment under 35 tons other than conventional type trucks; low bed; vachual; mechanics, paving restoration equipment

Group 6: Specialized earth moving equipment over 35 tons

Group 7: Trailers for earth moving equipment (double hookup)

FOOTNOTES:

 A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Patriot's Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day

 B. PAID VACATION: Employees with 4 months to 1 year of service receive 1/2 day's pay per month; 1 week vacation for 1 - 5 years of service; 2 weeks vacation for 5-10 years of service; and 3 weeks vacation for more than 10 years of service

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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.

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"