

EXECUTIVE SUMMARY

TO: Mayor Blad
City Council Members

FROM: Christine Howe, Grants Manager
Planning & Development Services

DATE: For Meeting of August 21, 2025

SUBJECT: Bid Acceptance and Award - Optimist Park & Ross Park Bathroom Construction and Construction Agreement

Recommendation:

Staff recommends that the City Council:

- A) Award the bids for the Optimist Park & Ross Park Bathroom Construction Option A and Option D to Morco Construction in the amount of \$312,608; and
- B) Authorize the execution of a construction agreement, notice of award, notice to proceed, and all other pertinent documents between the City of Pocatello and Morco Construction in the amount of \$312,608 as well as Mayor's signature on all pertinent documents, , subject to Legal Department review. Funding for the project is from the Idaho Community Development Block Grant (ICDBG).

Summary:

The City was awarded ICDBG funding for the project in May of 2025. On July 7, 2025, the City of Pocatello received one responsive and responsible bid for the Optimist Park & Ross Park Bathroom project. The project costs came in over budget; however, the City was awarded additional ICDBG program funds to support project costs. City staff have reviewed the bid and recommend accepting this bid from Morco Construction. Acceptance of this bid will allow the City to complete the work by the grant program deadline.

Discussion:

This work will complete the construction of a single stall, ADA compliant restroom at the lower Ross Park Pleasureland area. In addition, it will complete the construction of two single stall, ADA-compliant restroom facilities at Optimist-Tydeman Park. This project is funded by the State of Idaho Community Development Block Grant program which the City received a grant for in May 2025.

To: City Council and Mayor
From: Matt Kerbs, Deputy City Attorney MK
Date: August 13, 2025
Re: Bid Award – Optimist Park and Ross Park Bathroom Construction

I have reviewed the above referenced bid documents and have no legal concerns with Council awarding the bid to Morco Construction for Option A and Option D of the bid package, and authorizing the Mayor to sign any contract documents associated with the award. Morco was the only responsive bid and compliant with all bid requirements and applicable statutes.

A - Bid Documents



**CITY OF POCATELLO
REQUEST FOR BIDS
Optimist Park & Ross Park Bathroom Construction**

COORDINATOR: Parks Department
LOCATIONS: Ross Park – Pleasureland, S. 2nd Avenue, Pocatello, ID 83204 &
Optimist Park, 7th Ave. & E. Young St., Pocatello, ID 83201
PROJECT MANAGER: Brayden Millward, Parks Superintendent
Phone: 208-705-5752 Email: Brayden.millward@pocatello.gov

BID RELEASE DATE: 6/10/2025 @ 8:00 a.m. MT
BID DUE DATE: 6/24/2025 @ 4:00 p.m. MT

The City of Pocatello is seeking bids from licensed contractors for Optimist Park & Ross Park Bathroom Construction

Bidders can mail or hand-deliver **the completed City of Pocatello bid forms**. Bids can be mailed or delivered to: City of Pocatello, Attn: Planning & Development Services Department, "Optimist Park & Ross Park Bathroom Construction" 911 N. 7th Avenue, Pocatello, ID 83201.

NOTE: The Bid Price Sheets must be filled out completely, signed and returned. A bid may be considered non-responsive if the Bid Price Sheets are incomplete. Bidders may complete the forms for all or some of the Options. **Bidders are not required to bid on all Options to be considered responsive.**

Section 3, minority- and women-owned businesses are especially encouraged to apply, as are businesses located within the City's municipal boundaries. The City of Pocatello offers a preference for documented Section 3 businesses or individuals on this project. Forms for certification as a Section 3 business or individual can be obtained by calling 208-234-6188.

This project is funded through the State of Idaho Community Development Block Grant (CDBG) and is subject to Davis-Bacon Wage Rates.

SITE VISIT: A site visit is scheduled for June 17, 2025 at 9AM at Ross Park Pleasureland, S. 2nd Avenue, Pocatello ID. The site visit is strongly encouraged.

BONDING: All bids in excess of \$150,000 shall be accompanied by a guarantee equal to at least five percent (5%) of the bid amount. This guarantee may be in the form of a bond, certified check or other negotiable instrument. Bid bonds will be accompanied by power of attorney bearing the same date as the bond.

Fill out all line items on required pages. Bid must be good for 90 days. The City will select the most responsive and responsible bidder offering the lowest total price for the option it deems in the best interest of the City. The City may also take into consideration the bidder's capacity to complete the project in a timely manner, and past performance of the bidder. The City reserves the right to reject any or all bids. Contractors will be notified of the award by email or phone. The contractor selected will be notified of the date and time set for the required preconstruction conference and contract signing. All permits, labor and materials costs must be included in bid. **The successful bidder shall have five (5) business days from being notified that they are the successful bidder, in which to provide evidence of current bonding, licensing and worker's compensation.**

SCOPE OF WORK

Project Overview

The City seeks a qualified contractor to complete the public facility project at City Parks, including Ross Park Pleasureland, located at approximately 2610 S. 2nd Avenue, Pocatello, ID and Optimist Park, located at S. 7th Ave & E. Young St. (see Appendix A -Project Location Map for site locations for the bathroom facilities).

This project involves the construction of bathrooms at public park facilities, including connecting the bathrooms to City water and sewer services.

Four options for bidding are provided (Options A-D) with the construction of one single stall or two single stall bathrooms at each park facility. Bathroom facilities shall also include an external drinking fountain on the structure.

Bathrooms shall be ADA-accessible and meet all City Codes and Standards.

BATHROOM PLANS

Bathroom plans are provided in Appendix B and shall be used by the contractor. Contractor will be responsible for connection to City sewer, including paying the connection fee. Contractor will be responsible for connection to City water including paying the connection fee and Water Department to tap the City line.

SCOPE OF WORK (CONTINUED)

OPTION A – ROSS PARK PLEASURELAND ONE (1) SINGLE STALL BATHROOM

The Contractor shall construct one (1) single-stall, ADA-complaint 12'-6" x 10' bathroom facility per the plans in Appendix B – COP Generic Restroom Single. The bathroom shall comply with the specifications in the plans. This shall include:

- Stick built plywood interior with FRP and painted plywood ceiling
- Epoxy flooring with floor drain, to match existing floor at Upper Ross Park restroom
- Metal siding exterior
- Include window per specifications and passive vent,
- Interior accessories including stainless steel toilet, sink, and mirror and hand dryer
- Vandal stop toilet paper dispenser, or equivalent, to match existing
- Electrical connections per the specifications
- Lighting shall be on a timer
- Doors shall have mag locks with programmable timers
- Exterior MDF drinking fountain, or equivalent, to match existing park bathroom facilities with standard level and ADA-complaint level.
- Concrete foundation per specifications
- Standing seam metal roofing

The Contractor will be responsible for:

- Performing all work to City of Pocatello Public Works standards.
- Connecting bathroom to City water and sewer

All work is to be permitted and inspected.

All work to meet current codes and standards.

SCOPE OF WORK (CONTINUED)

OPTION B – ROSS PARK PLEASURELAND TWO (2) SINGLE STALL BATHROOMS

The Contractor shall construct two (2) single stall, ADA-complaint 12'-6" x 10' bathroom facilities per the plans in Appendix B – COP Generic Restroom Double. The bathrooms shall comply with the specifications in the plans. This shall include:

- Stick built plywood interior with FRP and painted plywood ceiling
- Epoxy flooring with floor drain, to match existing floor at Upper Ross Park restroom
- Metal siding exterior
- Include window per specifications and passive vent,
- Interior accessories including stainless steel toilet, sink, and mirror and hand dryer
- Vandal stop toilet paper dispenser, or equivalent, to match existing
- Electrical connections per the specifications
- Lighting shall be on a timer
- Doors shall have mag locks with programmable timers
- Exterior MDF drinking fountain, or equivalent, to match existing park bathroom facilities with standard level and ADA-complaint level.
- Concrete foundation per specifications
- Standing seam metal roofing

The Contractor will be responsible for:

- Performing all work to City of Pocatello Public Works standards.
- Connecting bathroom to City water and sewer

All work is to be permitted and inspected.

All work to meet current codes and standards.

SCOPE OF WORK (CONTINUED)

OPTION C – OPTIMIST PARK ONE (1) SINGLE STALL BATHROOM

The Contractor shall construct one (1) single-stall, ADA-complaint 12'-6" x 10' bathroom facility per the plans in Appendix B – COP Generic Restroom Single. The Contractor shall tear out and re-tie in the existing fence to the bathroom to match existing outfield fence.

The bathroom shall comply with the specifications in the plans. This shall include:

- Stick built plywood interior with FRP and painted plywood ceiling
- Epoxy flooring with floor drain, to match existing floor at Upper Ross Park restroom
- Metal siding exterior
- Include window per specifications and passive vent,
- Interior accessories including stainless steel toilet, sink, and mirror and hand dryer
- Vandal stop toilet paper dispenser, or equivalent, to match existing
- Electrical connections per the specifications
- Lighting shall be on a timer
- Doors shall have mag locks with programmable timers
- Exterior MDF drinking fountain, or equivalent, to match existing park bathroom facilities with standard level and ADA-complaint level.
- Concrete foundation per specifications
- Standing seam metal roofing

The Contractor will be responsible for:

- Performing all work to City of Pocatello Public Works standards.
- Connecting bathroom to City water and sewer

All work is to be permitted and inspected.

All work to meet current codes and standards

SCOPE OF WORK (CONTINUED)

OPTION D – OPTIMIST PARK (2) TWO SINGLE STALL BATHROOMS

The Contractor shall construct two (2) single stall, ADA-complaint 12'-6" x 10' bathroom facilities per the plans in Appendix B – COP Generic Restroom Double. The Contractor shall tear out and re-tie in the existing fence to the bathroom to match existing outfield fence.

The bathrooms shall comply with the specifications in the plans. This shall include:

- Stick built plywood interior with FRP and painted plywood ceiling
- Epoxy flooring with floor drain, to match existing floor at Upper Ross Park restroom
- Metal siding exterior
- Include window per specifications and passive vent,
- Interior accessories including stainless steel toilet, sink, and mirror and hand dryer
- Vandal stop toilet paper dispenser, or equivalent, to match existing
- Electrical connections per the specifications
- Lighting shall be on a timer
- Doors shall have mag locks with programmable timers
- Exterior MDF drinking fountain, or equivalent, to match existing park bathroom facilities with standard level and ADA-complaint level.
- Concrete foundation per specifications
- Standing seam metal roofing

The Contractor will be responsible for:

- Performing all work to City of Pocatello Public Works standards.
- Connecting bathroom to City water and sewer

All work is to be permitted and inspected.

All work to meet current codes and standards.

GENERAL CONDITIONS

TIMEFRAME:

Construction must be completed by November 20, 2025.

GENERAL: Contractor agrees to furnish all of the materials, obtain necessary approvals and permits, and perform all of the labor to complete the repairs and improvements being bid. Contractor agrees to perform all work in accordance with applicable building codes for the total price listed. Contractors working on projects funded by the State of Idaho's Community Development Block Grant funds must meet all requirements of the HUD regulations. Bids must be good for 90 days. Contractor must save and protect all surrounding property and right-of-way areas. Any damage of any sort must be repaired at Contractor's expense, prior to release of final payment.

PRE-BID REVIEW & INSPECTION: Before submitting a bid, Contractor shall carefully examine any specifications, addenda, and plans; visit the work site, including attending the walk-through, if required; verify all measurements; fully inform him/herself as to all existing conditions and limitations; and include in the bid a sum to cover the cost of all items included in the bid request. Change orders shall not be granted for anything concerning which the bidder might have fully informed him/herself about prior to bidding.

DAVIS-BACON WAGE RATES: For projects subject to Davis-Bacon wage rates, see Attachment A for the attached wage decision. For further information on Davis-Bacon requirements, contact Lisa Devlin at 208-234-6188 or ldevlin@pocatello.gov

WORKERS COMPENSATION: If contractor or subcontractor plans to use current or new employees for this project, proof of Workers Compensation coverage must be presented for verification before contract is signed.

BONDING: All bids in excess of \$150,000 shall be accompanied by a guarantee equal to at least five percent (5%) of the bid amount. This guarantee may be in the form of a bond, certified check or other negotiable instrument. Bid bonds will be accompanied by power of attorney bearing the same date as the bond.

If this contract is for an amount in excess of \$150,000, the contractor shall furnish a performance bond in an amount not less than one hundred percent (100%) of the contract price as security for the faithful performance of this contract. The contractor shall also furnish a payment bond in an amount not less than one hundred percent (100%) of the contract price as security for the payment of all persons performing labor under this contract and furnishing materials in connection with this contract. Idaho Code shall govern if this contract is \$150,000 or less.

PUBLIC WORKS LICENSING OF CONTRACTORS: Prior to the award of the contract, bidders shall possess or obtain a license issued in the state of Idaho by the Idaho Public Works Contractors License Board in the class and type specified for the value and scope of work to be done in accordance with the provision of Title 54, Chapter 19, Idaho Code, as amended. Subcontractors undertaking to perform any work covered by the contract must also possess or obtain a license prior to award of the contract. Any construction project with an estimated cost of less than one hundred thousand dollars (\$100,000) is exempt from the licensing requirement.

NEW MATERIALS REQUIRED: All materials used in connection with this project are to be new, of first quality, and without defects, unless stated otherwise and pre-approved by the Parks Superintendent. All

material costs are to be included in the bid, unless explicitly stated in the bid request that the City will supply a particular material, fixture, etc.

MATERIALS DISPOSAL: All materials removed from the project site must be properly disposed of at a legal landfill and meet all federal, state, and local requirements. Any material removal/handling requirements for a given landfill are the Contractor's full responsibility. A receipt of proper disposal for all loads must be submitted with pay requests for any loads requiring special handling. Neither the City of Pocatello nor any of its employees makes any warranty, expressed or implied, or assumes any legal liability for potentially hazardous materials removed from any site.

CLEANUP: Daily cleanup is required during the project. When work is finalized, remove from site all construction materials, tools, and debris.

TRAFFIC CONTROL: Contractor shall be responsible for obtaining approval of any required traffic control measures.

GENERAL WARRANTY: Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other property or work resulting therefrom, which appears within one year for rehab projects and two years for sidewalk projects, from date of final payment. Further, Contractor shall furnish City with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

TIE BREAKER: In the event of a low bid tie, the City will reach out to the bidders submitting the low bid and ask for a best and final quote. In the event that no revised bids are received, the low bid shall be the consultant who wins a coin toss to take place within 24 hours of the deadline for best and final bids.

RESPONSIVE & RESPONSIBLE: Bidders who comply with all requirements for submittal of bids will be considered "Responsive." Bidders whose past performance or performance on similar projects is satisfactory to the City shall be considered "Responsible." The City will request references from bidders to determine responsible when applicable.

OTHER CONDITIONS: This project is funded by the State of Idaho Community Development Block Grant (ICDBG) and is subject to the ICDBG program terms and conditions which are incorporated into this Request for Bids as Attachment B.

BID PRICE SHEET (PAGE 1 OF 5)	
ADDRESS: Ross Park Pleasureland, located at approximately 2610 S. 2nd Avenue, Pocatello ID	Project: Optimist Park & Ross Park Bathroom
BID ITEM DESCRIPTION	
<u>OPTION A – ROSS PARK PLEASURELAND ONE (1) SINGLE STALL BATHROOM</u>	
Total Option A Equipment/Materials: \$	
Total for Option A Labor/Installation: \$	
TOTAL for OPTION A (Sum of Equipment/Materials and Labor/Installation):	\$

BID PRICE SHEET (PAGE 2 OF 5)	
ADDRESS: Ross Park Pleasureland, located at approximately 2610 S. 2 nd Avenue, Pocatello, ID	Project: Optimist Park & Ross Park Bathroom
BID ITEM DESCRIPTION	
<u>OPTION B – ROSS PARK PLEASURELAND TWO (2) SINGLE STALL BATHROOMS</u>	
Total Option B Equipment/Materials: \$	
Total for Option B Labor/Installation: \$	
TOTAL FOR OPTION B (Sum of Equipment/Materials and Labor/Installation): \$	

BID PRICE SHEET (PAGE 3 OF 5)

ADDRESS: Optimist Park, 7th Ave. & E. Young St., Pocatello, ID 83201

Project: Optimist Park & Ross
Park Bathroom

BID ITEM DESCRIPTION	
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OPTION C – OPTIMIST PARK ONE (1) SINGLE STALL BATHROOM

	Total Option C Equipment and Materials
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Total for Option C Labor/Installation	
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Total for Option C (sum of Equipment, Materials, and Labor/Installation):

BID PRICE SHEET (PAGE 4 OF 5)

ADDRESS: Optimist Park, 7th Ave. & E. Young St., Pocatello, ID 83201

Project: Optimist Park & Ross
Park Bathroom

[illegible]

OPTION D – OPTIMIST PARK (2) TWO SINGLE STALL BATHROOMS

	Total Option D Equipment and Materials
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Total for Option D Labor/Installation	
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Total for Option D (sum of Equipment, Materials, and Labor/Installation):

BID PRICE SHEET (PAGE 5 of 5)

ADDRESS: Ross Park Pleasureland, located at
approximately 2610 S. 2nd Avenue, Pocatello, ID

Optimist Park, 7th Ave. & E. Young St., Pocatello, ID 83201

Project: Optimist Park & Ross Park Bathroom Construction

Anticipated start date: _____

Project Completion Date: November 20, 2025

Contractor Name: _____

Company Name: _____ **Phone:** _____

Address: _____ **Email:** _____

City, State, & Zip Code: _____

City License No.: _____

State License No.: _____

Public Works License No.: _____

Subcontractor List:

If contractor plans to subcontract any part of this work, please list those subcontractor(s) below. If none, please write N/A. Any changes to your list must be approved by the City of Pocatello prior to contract signing. At contract signing, final subcontractor(s) and their license number(s) must be provided. Failure to complete and return this form may render the bid unresponsive and void.

I have reviewed the project description for the **Park Bathrooms (Optimist Park & Ross Park-Pleasureland)**, and verified the project bid total before signing this bid.

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Contractor Signature: _____

Date: _____

APPENDIX A: PROJECT LOCATION MAP



SITE PLAN
SCALE: 3/32"=1'-0"

*THIS PLAN IS FOR PLANNING PURPOSES ONLY. CITY OF
POCATELLO TO VERIFY ALL UTILITIES, SETBACKS AND
EASEMENTS, ETC. PRIOR TO PLACEMENT OF GENERIC RESTROOM.



ORIGINAL FILED BY:
EBCD
DATE ORIGINAL
FILED:
5/23/2025
ON FILE AT:
BOOTH ARCHITECTURE

DRAWING SCALE
APPLIES TO
24"x36" SHEET SIZE

New Structure for:
**COP - Parks & Recreation
Generic Restrooms**
TBD
Pocatello, ID 83201

340 East Clark Street, Suite A
Pocatello, Idaho 83201
Phone (208) 233-4548
Fax (208) 233-0263
email: info@bootharchitecture.com



Proposed Site

Date
5/29/2025
Sheet No., A0.0



SITE PLAN
SCALE: 3/32"=1'-0"



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DRAWING SCALE
APPLIES TO
24"x36" SHEET SIZE

New Structure for:
**COP - Parks & Recreation
Generic Restrooms**
TBD
Pocatello, ID 83201

340 East Clark Street, Suite A
Pocatello, Idaho 83201
Phone (208) 233-4548
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email: info@bootharchitecture.com



Proposed Site

Date
5/29/2025
Sheet No., A0.0

APPENDIX B: BATHROOM PLANS

- GENERAL NOTES**
- Contractor to verify all dimensions and conditions.
 - All work to comply with BC, AIA, and all other local and national codes that may apply.
 - Contractor to verify and coordinate all owner provided items for proper size, clearance, and requirements.
 - All timber in contact with concrete or masonry to be pressure treated.
 - Provide backing for all grab bars, door stops, cabinetry, partitions, etc. as required.

- SITE NOTES**
- Contractor to verify site setbacks, easements, utilities, etc., with old drawings and/or local jurisdiction as required.

- CONCRETE NOTES**
- Provide concrete footings, foundations, slabs, etc. per plans.
 - Provide 10 MIL vapor barrier under all slabs of occupied areas such as W.R. Meadows Perimeter. Seal all joints, laps, etc. per manufacturers recommendations.
 - Provide sealer such as Scotfield Concrete-Seal at all sidewalk.

- FRAMING NOTES**
- Provide for framing per Architectural and/or Structural drawings. All exterior walls to be 2x4 minimum with sheathing as shown. Interior plumbing wall to be 2x6 minimum with sheathing as required.
 - Provide fluid applied or wrap such as Tyvek CommercialWrap.

- PAINT NOTES**
- Drywall - (1) coat primer such as Sherwin Williams PMA Drywall Primer & Sealer, (2) coats paint such as Sherwin Williams ProMar 400 Zero VOC Interior Latex.
 - CMU - (1) coat primer such as Sherwin Williams L002N Concrete & Masonry Primer / Sealer, (2) coats paint such as Sherwin Williams SuperPaint Exterior Acrylic Latex.
 - Interior Metal (doors, frames, handrails, etc.) - (1) coat primer such as Sherwin Williams Multi-Purpose Latex Primer, (2) coats paint such as Sherwin Williams ProMar 400 Zero VOC Interior Latex.
 - Exterior Metal (doors, frames, handrails, etc.) - (1) coat primer such as Sherwin Williams Klean Kromak Universal Metal Primer, (2) coats paint such as Sherwin Williams SuperPaint Exterior Acrylic Latex.
 - Exposed ceiling structure to be painted with such as Sherwin Williams Pro Acrylic DryWall where noted.

- TOILET ACCESSORIES NOTES**
- Grab Bars - such as Bradley #12 Heavy Duty SS with concealed mounting.
 - Sanitary Napkin Dispenser - such as Bradley Diplomat model 4110.
 - Seat Cover Dispenser - recessed such as Bradley Diplomat 5M40.
 - Toilet Paper Dispenser - dual roll such as Bradley Diplomat model 5A10.
 - Paper Towel Dispenser - sensor activated such as Bradley model 2499.
 - Paper Towel / Waste - sensor activated recessed such as Bradley Diplomat 2425.
 - Verify with drawings for contractor provided or owner provided toilet accessories.

- DOOR & FRAME NOTES**
- Exterior 16 ga. galvanized metal doors such as Steelcraft S2 series.
 - Interior walls for non-DMB walls to be such as Steelcraft F series with (3) non-galvanized anchors per side on 7" doors, (4) anchors on 8" doors. Provide 4-1/2"x4-1/2" ball bearing hinges such as Stanley FB8178 (3) per 7" door, (4) on 8" and 4" wide doors.
 - Exterior frames to be such as such as Steelcraft galvanized F series with (3) galvanized anchors per side on 7" doors, (4) anchors on 8" doors. Provide 4-1/2"x4-1/2" ball bearing hinges such as Stanley FB8178 (3) per 7" door, (4) on 8" and 4" wide doors. Provide non-removable pins on exit hinged doors. Door hardware to be ADA compliant. Verify style with Door details. Hinges to be coordinated with owner.
 - Push / Pulls such as Ines 8302-8 US320 4116. Kick plates such as Demco #10262830 6"x30"
 - Provide hinges with non-removable pins at all exit-hinged exterior doors.
 - All egress doors shall be readily operable from egress side without use of key or special knowledge. Door handles, pulls, latches, locks and other operating devices shall not require sight, graphics, light signaling, or signaling of the egress to operate.

Architectural Abbreviations	
AB	Anchor Bolt
Arch.	Architectural
ATF	Above Finish Floor
CON	Contractor
Conc.	Concrete
Elec.	Electrical
ETC	Existing to Remain
Exist.	Existing
e.w.	Each Way
FD	Floor Drain
FDP	Fiber Reinforced Plastic
furn.	Furniture
ga.	Gauge
GWB	Gypsum Wall Board
HB	Heavy Bolt
Horiz.	Horizontal
HM	Hardwood
HW	Hardware
Mech.	Mechanical
n.c.	No Center
OFD	Overflow Drain
OSB	Oriented Strand Board
P-lum	Plumbing
RD	Roof Drain
ref.	Refrigerator
req'd.	Required
SS	Stainless Steel
Struct.	Structural
T&P	Top, Texture and Paint
Typ.	Typical
Vert.	Vertical
w/	with
WT	Water Heater
WS	Water Softener



ORIGINAL SIGNED BY:
TED L. BOOTH
DATE ORIGINAL
SIGNED:
5/29/2025
ON FILE AT:
BOOTH
ARCHITECTURE

DRAWING SCALE
APPLIES TO
24"x36" SHEET SIZE

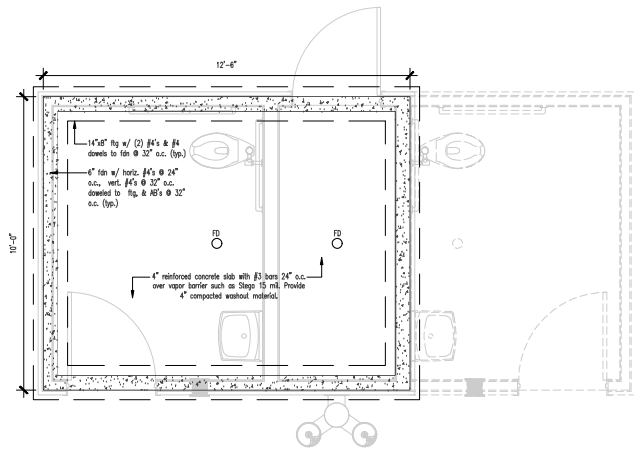
New Structure for:
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Pocatello, ID 83201

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Phone (208) 233-4548
Fax (208) 233-4263
email ted@bootharchitecture.com



Footings & Foundation
Floor Plan

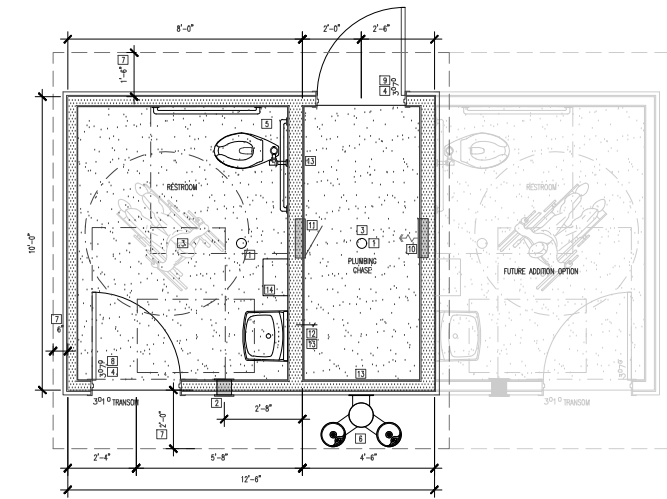
Date
5/29/2025
Sheet No. **A1.0**



FOOTING & FOUNDATION PLAN
SCALE: 1/2"=1'-0"

- FOOTINGS:**
- Footings shall bear on firm, undisturbed soil a minimum of 32" below the final finished grade line for one and two story structures. However, should the frost line be locally deeper than the depths specified above, then bottom of footings shall extend below this local frost line. Where sloping grades are involved, footing depths must always be measured from the point at the final finished grade line that is closest to the footing.
 - Concrete cover for reinforcing bars shall 3" for footings & 1" for flat work.
 - Use rebar splices 40 diameters minimum.
 - Field rebar into slab as required.
 - Over all foundations to footings 32" o.c.
 - All walls over 4' foot in height must have two horizontal bars within top 12" of wall.
 - Horizontal Reinforcing Bars to run continuous between all intersecting walls.
 - All Foundation walls to be 4" concrete wall w/ horizontal #4's @ 24" o.c. & vertical #4's @ 32" o.c. Provide A.S.'s @ 32" o.c. (typ.)
 - 1/2" rebar bolts shall be placed minimum 32" on center. 3/4"x5/16" plate washers required.
 - Foundation wall elevations to be coordinated with elevations and grade.
 - To insure proper support for the footings and foundation walls, footings must always be poured with a flat bottom surface. Footings may be stepped where necessary to allow the footings to remain below frost line on a sloping grade line that exceeds a mean of thirty degrees down from the level. Stepping shall require special engineering for extended foundation walls and stepped footings.
 - Foundations and footing sizes are based on minimum allowable soil bearing capacity of 1500psf. User must verify that local soil conditions meet these requirements and must re-design footings if the soil bearing capacity falls short of 1500psf.
 - Foundation wall heights to be stepped as needed according to site conditions.
 - Contractor to coordinate placement of all under slab plumbing prior to placement of concrete.

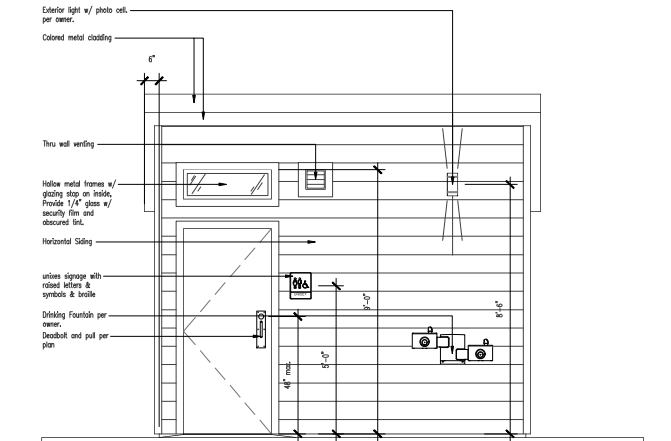
- CONCRETE:**
- All concrete shall develop and maintain a minimum compressive strength of 3000psi within 28 days after pouring.
 - Concrete forms, shoring, and pouring methods shall conform to all current practices endorsed by the American Concrete Institution.



FLOOR PLAN
SCALE: 1/2"=1'-0"

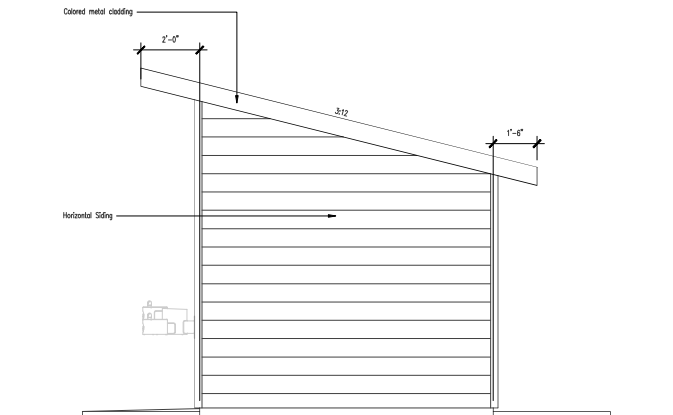
- GENERAL NOTES:**
- Contractor to verify all dimensions & conditions.
 - Contractor to coordinate items & requirements of owner provided items that may be coordinated into project.
 - All work to comply with BC, AIA, and all other local, national, plumbing, mechanical, and electrical codes that may apply.
 - All timber in contact with concrete or masonry to be pressure treated.
 - Adjacent properties and public right of way to be protected from spill and debris during construction.
 - Contractor to verify all utilities, easements, setbacks, flood plains, and easement restrictions, etc.
 - Contractor to provide building hold-downs.
 - Contractor to schedule relocation of any utilities prior to excavation/contraction.
 - Contractor to provide suitable barrier(s) to prevent public access to excavation or other hazardous work areas.
 - Contractor to verify all site conditions and dimensions.
 - Contractor to verify location of setbacks and easements before digging.
 - Contractor to verify location of all utilities prior to digging, both public and private.
 - Contractor to schedule relocation of any utilities prior to excavation/contraction.
 - Design and grade all plumbing for blowout and winterization.
 - All floors to be epoxy w/ slip resistant additive.
 - All interior walls to be fgr.
 - Provide Rubber Base in all interior spaces.
 - All ceilings to be potting plywood, one piece.
 - All electrical to be bidder designed.
 - All door/window openings to have (2) 2x6's headers as required.

- NOTES:**
- Floor Drain.
 - Three-the-wall ventilator sealed to tight motion sensor such as Brown Model 512W.
 - LED light fixture linked to motion sensor. Owner to specify.
 - Holden metal door w/frame such as Steelcraft S2 series.
 - Grab bars per ADA Standards.
 - Drinking fountain to meet ADA Standards. Owner to specify.
 - Roof overhang.
 - Provide deadbolt such as Schlage B600P w/ occupancy indicator, provide pull plates such as Don Jo CR7115 (both sides).
 - Provide deadbolt such as Schlage B600, provide pull plates such as Don Jo CR7115 on outside.
 - Provide electric wall heater such as Cadet CED 1637M.
 - Electrical Panel.
 - Provide hose bib for maintenance.
 - Exposed plumbing.
 - Paper towel dispenser by owner.



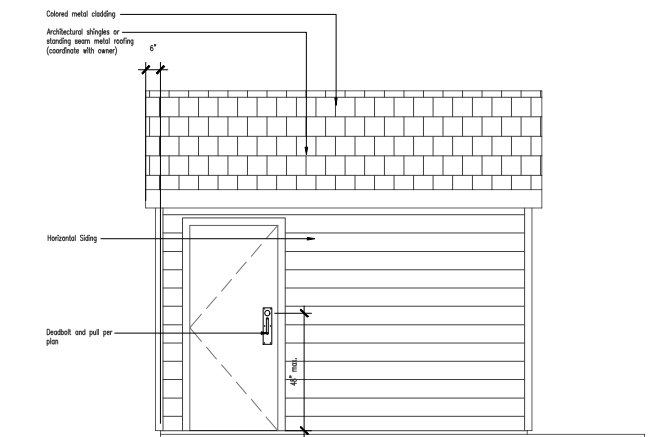
FRONT ELEVATION

SCALE: $1/2" = 1'-0"$



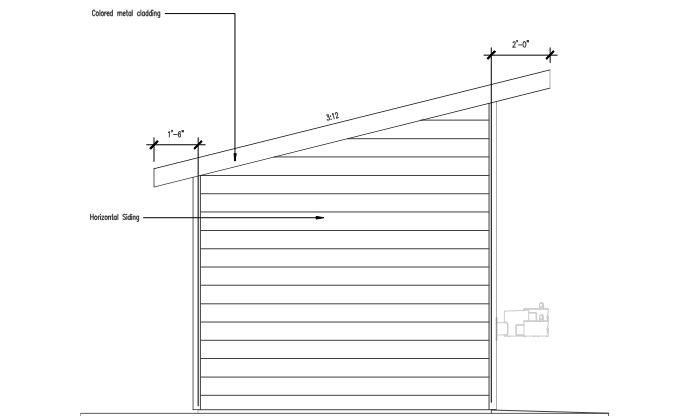
RIGHT ELEVATION

SCALE: $1/2" = 1'-0"$



REAR ELEVATION

SCALE: $1/2" = 1'-0"$



LEFT ELEVATION

SCALE: $1/2" = 1'-0"$



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TED L. BOOTH
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SIGNED:
5/29/2025
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ARCHITECTURE

DRAWING SCALE
APPLIES TO
24"x36" SHEET SIZE

New Structure for:
**COP - Parks & Recreation
Generic Restrooms**
TBD
Pocatello, ID 83201

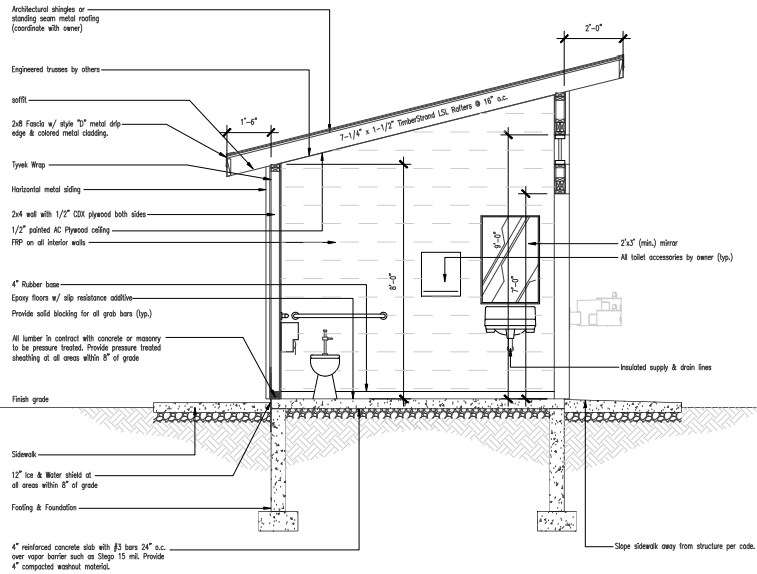
340 East Clark Street, Suite A
Pocatello, Idaho 83201
Phone (208) 233-4548
Fax (208) 233-0263
email ted@bootharchitecture.com



Elevations

Date
5/29/2025

Sheet No., **A2.0**



BASIC SECTION
SCALE: 1/2"=1'-0"



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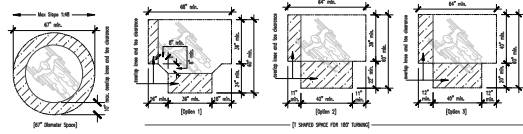
Section

Date
5/29/2025

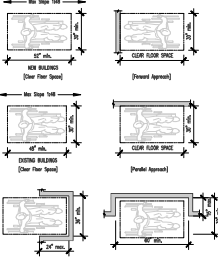
Sheet No., **A2.1**

ACCESSIBILITY STANDARDS

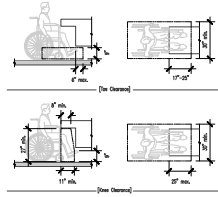
ICC A117.1-2017 Standard for Accessible and Usable Buildings and Facilities, American National Standard



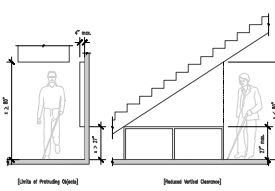
304. TURNING SPACE



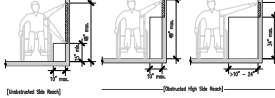
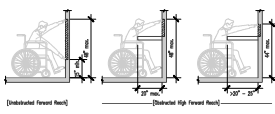
305. CLEAR FLOOR SPACE



306. KNEE & TOE CLEARANCE



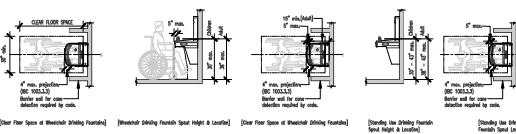
307. PROTRUDING OBJECTS



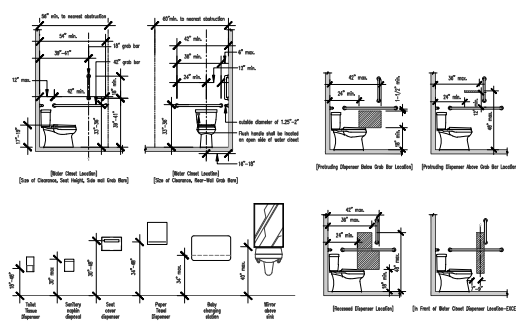
309. REACH RANGES

ACCESSIBILITY STANDARDS

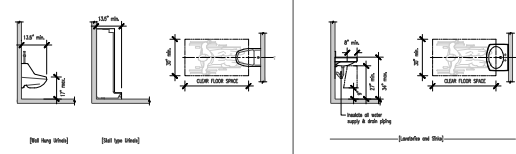
ICC A117.1-2017 Standard for Accessible and Usable Buildings and Facilities, American National Standard



309. DRINKING FOUNTAINS & BOTTLE FILLING STATIONS



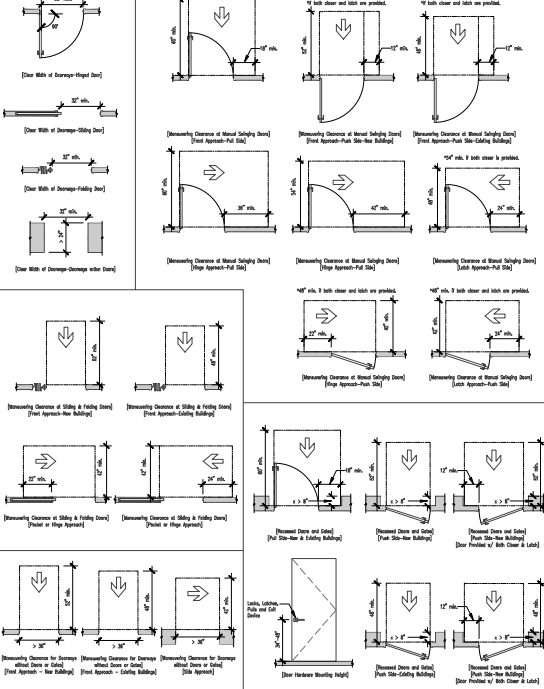
309. WATER CLOSETS & TOILET COMPARTMENTS



309. LAVATORIES & SINKS

ACCESSIBILITY STANDARDS

ICC A117.1-2017 Standard for Accessible and Usable Buildings and Facilities, American National Standard



404. DOORS, CROWWAYS & GATES



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DRAWING SCALE
APPLIES TO
24\"/>

New Structure For:
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TBD
Pocatello, ID 83201

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Fax
(208) 233-4263
email
ted@bootharchitecture.com



ADA Standards

Date
5/29/2025
Sheet No.,
A2.2

GENERAL NOTES

- Contractor to verify all dimensions and conditions.
- All work to comply with IRC, ADA, and all other local and national codes that may apply.
- Contractor to verify and coordinate all owner provided items for proper size, clearance, and requirements.
- All lumber in contact with concrete or masonry to be pressure treated.
- Provide footing for all grab bars, door stops, cabinetry, partitions, etc. as required.

SITE NOTES

- Contractor to verify site setbacks, easements, utilities, etc., with all drawings and/or local jurisdiction as required.

CONCRETE NOTES

- Provide concrete footings, foundations, slabs, etc. per plans.
- Provide 10 M rebar under all slabs of occupied areas such as W.R. Meadows Perimeter. Seal all joints, laps, etc. per manufacturer's recommendations.
- Provide sealer such as Scaffold Guard-III at all finishes.

FRAMING NOTES

- Provide 2x framing per Architectural and/or Structural drawings. All exterior walls to be 2x6 minimum with sheathing as shown. Interior plumbing wall to be 2x6 minimum with sheathing as required.
- Provide fluid applied or wrap such as Tyvek CommercialWrap.

PAINT NOTES

- Drywall - (1) coat primer such as Sherwin Williams PVA Drywall Primer & Sealer, (2) coats paint such as Sherwin Williams ProMark 400 Zero VOC Interior Latex.
- CMU - (1) coat primer such as Sherwin Williams Loxon Concrete & Masonry Primer / Sealer, (2) coats paint such as Sherwin Williams SuperPaint Exterior Acrylic Latex.
- Interior Metal (doors, frames, handrails, etc.) - (1) coat primer such as Sherwin Williams Multi-Purpose Latex Primer, (2) coats paint such as Sherwin Williams ProMark 400 Zero VOC Interior Latex.
- Exterior Metal (doors, frames, handrails, etc.) - (1) coat primer such as Sherwin Williams Kwik-Krom Universal Metal Primer, (2) coats paint such as Sherwin Williams SuperPaint Exterior Acrylic Latex.
- Exposed ceiling structure to be painted with such as Sherwin Williams Pro Acrylic Drywall when noted.

TOILET ACCESSORIES NOTES

- Grab Bars - such as Bradley 812 heavy duty SS with concealed mounting.
- Sanitary Napkin Disposal - such as Bradley Diplomat model 4410.
- Seat Cover Dispenser - recessed such as Bradley Diplomat 540.
- Toilet Paper Dispenser - dual roll such as Bradley Diplomat model 5410.
- Paper Towel Dispenser - sensor activated such as Bradley model 2489.
- Paper Towel / Waste - sensor activated recessed such as Bradley Diplomat 3425.
- Verify with drawings for contractor provided or owner provided toilet accessories.

DOOR & FRAME NOTES

- Exterior 16 ga. galvanized metal doors such as Steelcraft SZ series.
- Interior walls for non-DMB walls to be such as Steelcraft F series with (3) non-galvanized anchors per side on 7' doors, (4) anchors on 8' doors. Provide 4-1/2"x4-1/2" full bearing hinges such as Stanley FB9179 (3) per 7' door, (4) on 8' and 4' wide doors.
- Exterior frames to be such as such as Steelcraft galvanized F series with (3) galvanized anchors per side on 7' doors, (4) anchors on 8' doors. Provide 4-1/2"x4-1/2" full bearing hinges such as Stanley FB9179 (3) per 7' door, (4) on 8' and 4' wide doors. Provide non-removable pins on not swing doors.
- Door hardware to be ADA compliant. Verify style with Door details. Hinging to be coordinated with owner.
- Push / Pull such as line 8300-8 US320 4X16. Kick plates such as DonJo J10282630 4"x30"
- Provide hinges with non-removable pins at all out-swinging exterior doors.
- All egress doors shall be readily operable from egress side without use of key or special knowledge. Door handles, pulls, latches, locks and other operating devices shall not require tight grasping, tight pinching, or twisting of the wrist to operate.

Architectural Abbreviations	
AS	Anchor Bolt
Arch.	Architectural
ATF	Above Finish Floor
CTR	Contractor
Conc.	Concrete
Elec.	Electrical
ENR	Existing to Remain
Exht.	Exhausting
e.w.	Each Way
FIS	Floor Drain
FPP	Fiber Reinforced Plastic
Fum.	Fumace
ga.	Gauge
GWB	Gypsum Wall Board
HIS	Hose Bibb
Horiz.	Horizontal
IM	Insulated Metal
HW	Hardwood
Mech.	Mechanical
O.C.	On Center
OF3	Overflow Drain
OSB	Oriented Strand Board
P-lem	Plastic Lintel
RD	Roof Drain
ref.	Refrigerator
req.	Required
SS	Stainless Steel
Struct.	Structural
T/MAP	Tape, Texture and Paint
Typ.	Typical
Vert.	Vertical
w/	with
WH	Water Heater
WS	Water Softener



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DRAWING SCALE
APPLIES TO
24"x36" SHEET SIZE

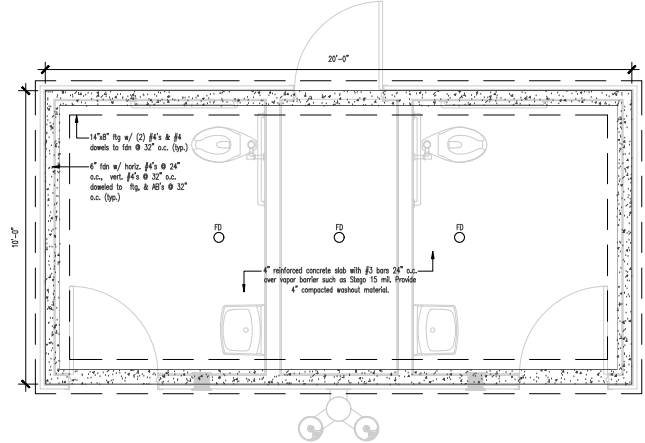
New Structure for:
**COP - Parks & Recreation
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TBD
Pocatello, ID 83201

340 East Clark Street, Suite A
Pocatello, Idaho 83201
Phone (208) 233-4548
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email ted@bootharchitecture.com



Footings & Foundation
Floor Plan

Date
5/29/2025
Sheet No. **A1.0**



FOOTING & FOUNDATION PLAN

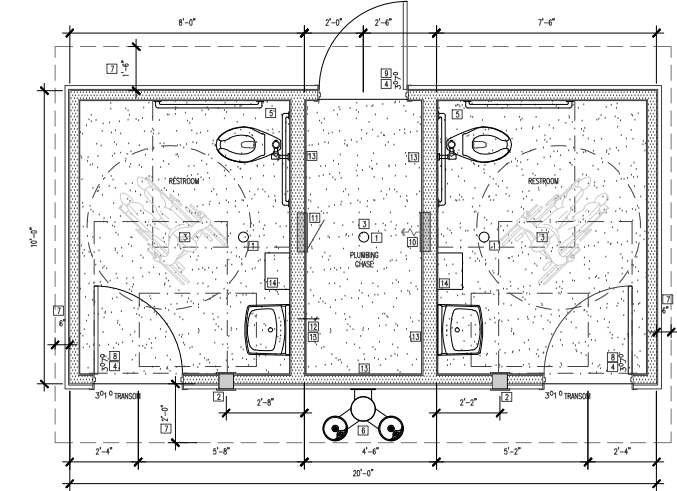
SCALE: 1/2"=1'-0"

FOOTINGS:

- Footings shall bear on firm, undisturbed soil a minimum of 32" below the final finished grade line for one and two story structures. However, should the frost line be locally deeper than the depths specified above, then bottom of footings shall extend below this local frost line. Where sloping grades are involved, footing depths must always be measured from the point at the final finished grade line that is closest to the footing.
- Concrete cover for reinforcing bars shall 3" for footings & 1" for flat work.
- Use rebar splices 40 diameters minimum.
- Rebar into slab as required.
- Over all foundations to footings 32" o.c.
- All walls over 4' foot in height must have two horizontal bars within top 12" of wall.
- Horizontal Reinforcing Bars to run continuous between all intersecting walls.
- All Foundation walls to be 6" concrete wall w/ horizontal #4's @ 24" o.c. & vertical #4's @ 32" o.c. Provide AS's @ 32" o.c. (typ.)
- 1/2" rebar bolts shall be placed minimum 32" on center. 3/4"x5/16" plate washers required.
- Foundation wall elevations to be coordinated with elevations and grade.
- To insure proper support for the footings and foundation walls, footings must always be poured with a flat bottom surface. Footings may be stepped where necessary to allow the footings to remain below frost line on a sloping grade line that exceeds a mean of thirty degrees down from the level. Stepping also requires special engineering for extended foundation walls and stepped footings.
- Foundations and footing slabs are based on minimum allowable soil bearing capacity of 1500psi. User must verify that local soil conditions meet these requirements and must re-design footings if the soil bearing capacity falls short of 1500psi.
- Foundation wall heights to be stepped as needed according to site conditions.
- Contractor to coordinate placement of all under slab plumbing prior to placement of concrete.

CONCRETE:

- All concrete shall develop and maintain a minimum compressive strength of 3000psi within 28 days after pouring.
- Concrete forms, shoring, and pouring methods shall conform to all current practices endorsed by the American Concrete Institution.



FLOOR PLAN

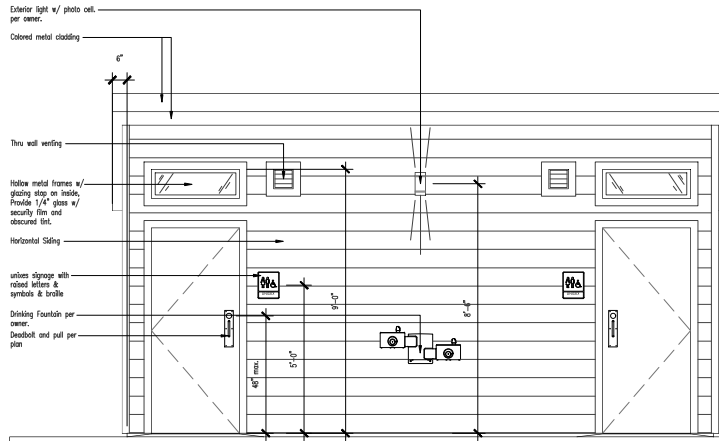
SCALE: 1/2"=1'-0"

GENERAL NOTES:

- Contractor to verify all dimensions & conditions.
- Contractor to coordinate items & requirements of owner provided items that may be coordinated into project.
- All work to comply with IRC, ADA, and all other local, national, plumbing, mechanical, and electrical codes that may apply.
- All lumber in contact with concrete or masonry to be pressure treated.
- Adjacent properties and public right of way to be protected from dirt and debris during construction.
- Contractor to verify all utilities, easements, setbacks, flood plains, and easement restrictions, etc.
- Contractor to provide building hold-downs.
- Contractor to schedule relocation of any utilities prior to excavation/contruction.
- Contractor to provide suitable barrier(s) to prevent public access to excavation or other hazardous work areas.
- Contractor to verify all site conditions and dimensions.
- Contractor to verify location of setbacks and easements before digging.
- Contractor to verify location of all utilities prior to digging, both public and private.
- Contractor to schedule relocation of any utilities prior to excavation/contruction.
- Design and grade of all plumbing for blowout and winterization.
- All floors to be epoxy w/ slip resistant additive.
- All interior walls to be fpp.
- Provide Rubber Base in all interior spaces.
- All ceilings to be painted gypsum, new plan.
- All electrical to be bldg designed.
- All door/window openings to have (2) 2x6's headers as required.

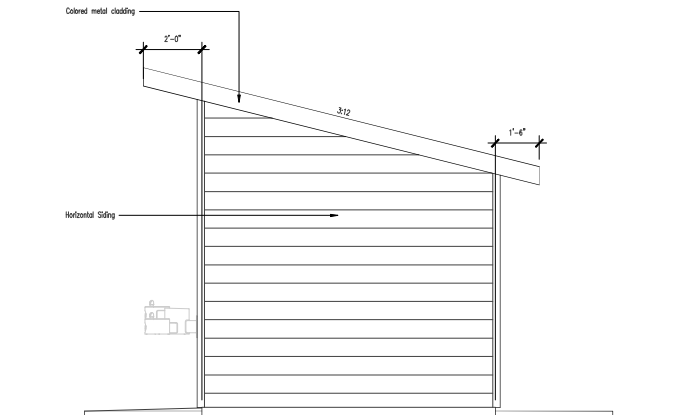
NOTES:

- Floor Drain.
- Three-tier wall ventilator linked to light motion sensor such as Brons Model 512M.
- LED light fixture linked to motion sensor. Owner to specify.
- Hollow metal door w/frame such as Steelcraft SZ series.
- Grab bars per ADA Standards.
- Drinking fountain to meet ADA Standards. Owner to specify.
- Roof overhang.
- Provide deadbolt such as Schlage B60P w/ occupancy indicator, provide pull plates such as Don Jo D97115 (both sides).
- Provide deadbolt such as Schlage B60P, provide pull plate such as Don Jo D97115 on outside.
- Provide electric wall heater such as Cabot CEC 1437N.
- Exposed plumbing.
- Paper towel dispenser by owner.



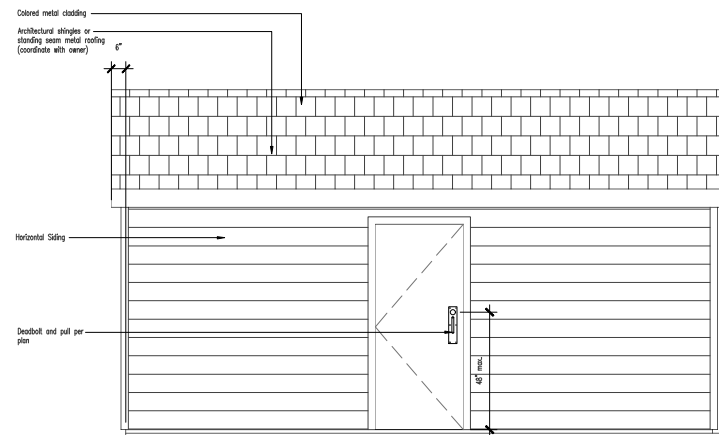
FRONT ELEVATION

SCALE: $1/2" = 1'-0"$



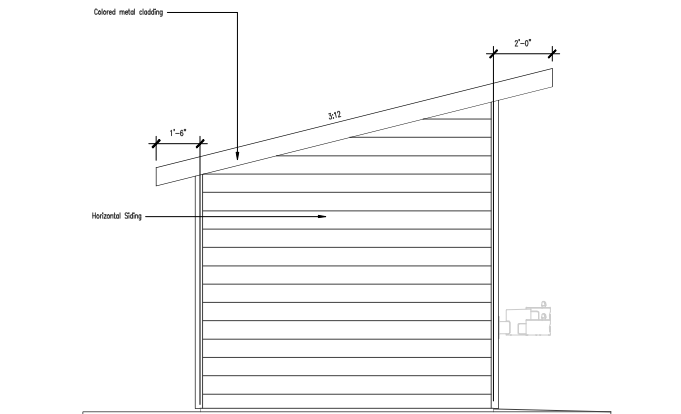
RIGHT ELEVATION

SCALE: $1/2" = 1'-0"$



REAR ELEVATION

SCALE: $1/2" = 1'-0"$



LEFT ELEVATION

SCALE: $1/2" = 1'-0"$



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TED L. BOOTH
DATE ORIGINAL
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DRAWING SCALE
APPLIES TO
24"x36" SHEET SIZE

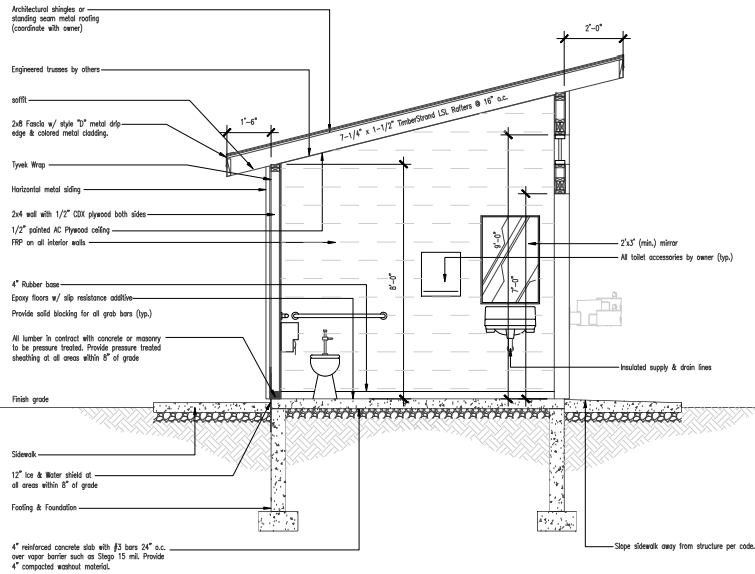
New Structure for:
**COP - Parks & Recreation
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TBD
Pocatello, ID 83201

340 East Clark Street, Suite A
Pocatello, Idaho 83201
Phone (208) 233-4548
Fax (208) 233-0263
email ted@bootharchitecture.com



Elevations

Date
5/29/2025
Sheet No., **A2.0**



BASIC SECTION
SCALE: 1/2"=1'-0"



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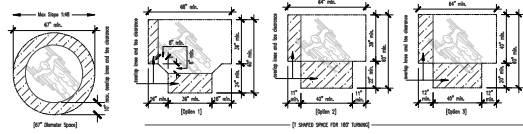
Section

Date
5/29/2025

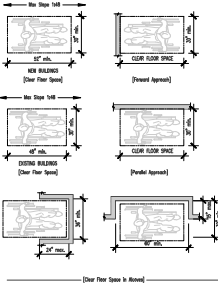
Sheet No., **A2.1**

ACCESSIBILITY STANDARDS

ICC A117.1-2017 Standard for Accessible and Usable Buildings and Facilities, American National Standard



304. TURNING SPACE



305. CLEAR FLOOR SPACE

ATTACHMENT A: DAVIS BACON WAGE RATES DECISION

"General Decision Number: ID20250105 06/06/2025

Superseded General Decision Number: ID20240105

State: Idaho

Construction Type: Building

Counties: Bannock and Franklin Counties in Idaho.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	◆ Executive Order 14026 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	◆ Executive Order 13658 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

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

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

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/14/2025

3 03/07/2025
4 06/06/2025

BRIC0001-001 06/01/2022

	Rates	Fringes
BRICKLAYER.....	\$ 35.53	19.85

CARP0808-003 06/01/2024

	Rates	Fringes
CARPENTER.....	\$ 34.08	17.91

ELEC0449-002 12/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 37.47	18.01

ENGI0302-012 01/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Forklift.....	\$ 36.33	15.40
Loader.....	\$ 36.33	15.40

IRON0732-004 06/01/2024

	Rates	Fringes
IRONWORKER.....	\$ 33.37	22.98

* LAB00155-012 06/01/2025

	Rates	Fringes
LABORER		
Grade Checker.....	\$ 33.98	13.80
Mason Tender -		
Cement/Concrete.....	\$ 33.93	13.80

LAB00155-013 01/01/2025

	Rates	Fringes
LABORER (Common or General).....	\$ 33.63	16.50

ROOF0200-003 06/01/2023

	Rates	Fringes
ROOFER.....	\$ 26.45	19.00

SHEE0103-006 06/01/2023

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 35.50	22.52

SHEE0103-014 06/01/2023

	Rates	Fringes
--	-------	---------

SHEET METAL WORKER (Excludes HVAC Duct Installation).....	\$ 35.50	22.52
---	----------	-------

* UAVG-ID-0002 01/03/2025

	Rates	Fringes
--	-------	---------

OPERATOR: Crane.....	\$ 31.81	18.12
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* SUID2021-006 04/27/2023

	Rates	Fringes
--	-------	---------

CEMENT MASON/CONCRETE FINISHER...	\$ 22.21	3.80
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OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 28.92	10.39
--	----------	-------

PAINTER.....	\$ 17.11 **	1.25
--------------	-------------	------

TRUCK DRIVER: Dump Truck.....	\$ 25.06	8.81
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

?SU? wage rates typically remain in effect until a new survey

is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

Washington, DC 20210

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

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

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

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END OF GENERAL DECISION"

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

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

iii. Conformance

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

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

iv. Fringe benefits not expressed as an hourly rate

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

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

2. Withholding

i. Withholding requirements

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

ii. Priority to withheld funds

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

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

3. Records and certified payrolls

i. Basic record requirements

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

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

ii. Certified payroll requirements

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

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

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

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

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

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

4. Apprentices and equal employment opportunity

i. Apprentices

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

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

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

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

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

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

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

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

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

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

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

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHMENT B: ICDBG TERMS AND CONDITIONS

CDBG Supplemental General Conditions

These Supplemental General Conditions are to be part of an Idaho Community Development Block Grant funded construction project.

Preconstruction Conference

After the contract(s) have been awarded but before the start of construction, a conference will be held for the purpose of discussing requirements on such matters as project supervision, progress schedule and reports, payrolls, payment to contractors, contract change order, insurance, safety and other items pertinent to the project. The contractor shall arrange to have all subcontractors and supervisory personnel connected with the project on hand to meet with representatives of the engineer and owner to discuss any problems anticipated

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 requested 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.

Conflict of Interest

No member, officer, or employees of the grantee, or its designees or agents, no members of the grantee's governing body and no other public official of the grantee who exercises any functions or responsibilities with respect to this contract during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in work to be performed in connection with this contract. All contractors shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest.

Minority Business Enterprise

Affirmative steps will be taken to assure that small, minority and female businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Include any such qualified firms on solicitation lists.
2. Assure that such firms are solicited whenever they are potential sources.
3. When economically feasible, divide total requirements into small tasks or quantities so as to permit such firms maximum participation.
4. Where possible, establish delivery schedules which will encourage such participation.
5. Use the services and assistance of the Small Business Administration, Idaho Transportation Department's Disadvantage Business Enterprise Program, and other sources when appropriate. (24 CFR Part 85.36(e)(vi))

HUD Section 3

The contractor will need to comply with 24 CFR Part 75 – Economic Opportunity for Lower Income Persons. Section 3 requires that to the greatest extent feasible the contractor will make available employment opportunities to Section 3 Workers (lower income persons) and subcontracting opportunities to Section 3 Businesses located in the project area. The contractor will need to complete the Steps to Comply with Section 3 form prior to issuance of the notice to proceed and the contractor will need to complete the Section 3 Summary Report at project completion. All subcontractors will also be required to comply with the Section 3 requirements for providing job opportunities and subcontracting.

Bonding

All bids in excess of \$150,000 shall be accompanied by a guarantee equal to at least five percent (5%) of the bid amount. This guarantee may be in the form of a bond, certified check or other negotiable instrument. Bid bonds will be accompanied by power of attorney bearing the same date as the bond.

If this contract is for an amount in excess of \$150,000, the contractor shall furnish a performance bond in an amount not less than one hundred percent (100%) of the contract price as security for the faithful performance of this contract. The contractor shall also furnish a payment bond in an amount not less than one hundred percent (100%) of the contract price as security for the payment of all persons performing labor under this contract and furnishing materials in connection with this contract. Idaho Code shall govern if this contract is \$150,000 or less.

Public Works Licensing of Contractors

Prior to the award of the contract, bidders shall possess or obtain a license issued in the state of Idaho by the Idaho Public Works Contractors License Board in the class and type specified for the value and scope of work to be done in accordance with the provision of Title 54, Chapter 19, Idaho Code, as amended. Subcontractors undertaking to perform any work covered by the contract must also possess or obtain a license prior to award of the contract. Any construction project with an estimated cost of less than one hundred thousand dollars (\$100,000) is exempt from the licensing requirement.

Standard Environmental Mitigation Measures

1. The construction contractors must comply with the Rules for the Control of Air Pollution in Idaho, IDAPA 58.01.01.651, by implementing precautions to prevent particulate matter from becoming airborne.
2. If any items of suspected historical or archaeological value are uncovered during construction, the contractor will be required to stop work and contact the Idaho State Historic Preservation Office and the Idaho Department of Commerce.
3. The collection and disposal of storm and surface water runoff from the project site must comply with the Idaho Department of Environmental Quality's (DEQ) Catalog of Storm Water Best Management Practices for design of all storm water treatment and disposal systems.
4. The contractor shall comply with the provisions of the Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from Construction Activities and the Construction Storm Water Pollution Prevention Plan (SWPPP).
5. If during the construction of the project, an underground storage tank, buried drum, other container, contaminated soil, or debris not scheduled for removal under the contract are discovered, the Contractor shall immediately notify the Engineer and the Idaho Department of Commerce. No attempt shall be made to excavate, open, or remove such material without written approval.

Clean Air and Water Act

For all contracts and subcontracts exceeding \$100,000, 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 1368 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR 15, as amended.

1. Any building, facility or site listed on the EPA List of Violating Facilities as of this contract may not be used in the performance of this contract.
2. The contractor will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Sections 114 and 308 of the respective Acts, and all regulations and guidelines issued thereunder.
3. Prior to signing this contract, the contractor shall notify the grantee of any communication from EPA indicating that a facility to be used in the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities.
4. The contractor shall include or cause to be included these four (4) provisions in every subcontract in excess of \$100,000 and take such action as the government may direct as a means of enforcing such provisions.

Insurance During Construction

The contractor shall have in effect without interruption from the date of construction commencement until final payment is made and the Project is closed-out pursuant to the terms of this Contract, the following types of insurance. Further, the contractor warrants such insurance coverage shall be written on an "occurrence" basis and will be obtained with the following minimum liability limits:

1. Workers' Compensation Insurance and Employer's Liability Insurance:

(1) State:	Statutory Limits
(2) Employer's Liability:	\$100,000 per accident
	\$500,000 Disease, Policy Limit
	\$100,000 Disease, Each Employee

2. Comprehensive or Commercial General Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include premises operation, owners and contractors protective liability, products and completed operations liability, personal injury liability including employee acts, broad form property damage liability and blanket contractual liability, with no exclusion for explosion (X), collapse (C) and underground (U) hazards:

- (1) \$1,000,000 Each Occurrence
- (2) \$1,000,000 Personal Injury
- (3) \$2,000,000 Products/Completed Operations to be maintained for two (2) years following final payment
- (4) \$2,000,000 General Aggregate

3. Automobile Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include for bodily injury and property damage: \$1,000,000 Combined Single Limit

Property or Builder's Risk Insurance

If required by the owner, the contractor shall have in effect Property or Builder's Risk Insurance. The Property or Builder's Risk Insurance shall include coverage for all direct physical loss, also known as "Special Causes of Loss" in an amount equal to one-hundred percent (100%) of the estimated maximum value of the Project upon completion with the broadest form of "all risk" coverage possible.

Certification of Nonsegregated Facilities

For contracts in excess of \$10,000, the contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained.

The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, *transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. She/he further agrees that (except where she/he has obtained identical certifications from proposed subcontractors for specific time periods) she/he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that she/he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods). *Parking lots, drinking fountains, recreation or entertainment areas.

Sign Requirements

The contractor shall supply, erect and maintain a project sign. The sign shall be located prominently at the project site as directed by the project owner. The sign shall be maintained in good condition and removed six (6) months after the project is completed. The sign shall be identical to the one included in this bidding document in overall appearance and proportion. It is to be on 4'x8' or 3'x6' plywood or equivalent material. The sign should be secured into the ground or on a vertical surface.

Contract Pricing

The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used. This clause overrides all references to the cost-plus method of pricing.

Data, Patent, and Copyright

The contractor shall hold and save the owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the owner, unless otherwise specifically stipulated in the contract documents.

Access to Records

The grantee, the federal grantor agency, the Comptroller General of the United States, the Idaho Department of Commerce, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. All required records must be maintained by the contractor for three (3) years after grantee makes final payments and all other pending matters are closed. (24 CFR Part 85.36(i)(10))

Architectural Barrier Act

Any building designed, constructed or altered must be made accessible to persons with disabilities. Exceptions include (1) alterations where access cannot be provided, i.e. roofs, heating systems, water and sewer systems; (2) alterations are not structurally feasible; or (3) where Uniform Federal Accessibility Standards (UFAS) or Americans With Disabilities Act (ADA) requirements cannot be met according to undue hardship criteria. (42 USC 4151 et seq., 24 CFR Part 40 (UFAS), 24 CFR Part 8)

Lead Based Paint

For all residential new construction or rehabilitation, use of lead based paint on any interior surface, whether accessible or inaccessible, and exterior surfaces readily accessible to children under seven (7) years of age is prohibited. *The surfaces of all existing structures must be inspected.* If lead based paint is found on any interior surfaces or accessible surfaces, it must be treated and repainted with two (2) coats of nonlead paint; or completely removed; or covered with a suitable material such as gypsum wallboard, plywood or plaster. (42 USC 4801 et seq., 24 CFR Part 35)

Davis-Bacon and Related Acts

See Federal Labor Standards Provisions HUD Form 4010 within the bidding document.

Copeland "Anti-Kickback" Act

See Federal Labor Standards Provisions HUD Form 4010 within the bidding document.

Contract Work Hours and Safety Standards Act, Sections 103 and 107

See Federal Labor Standards Provisions HUD Form 4010 within the bidding document.

Executive Order 11246: 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 their employment without regard to

their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: *employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.* The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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 considerations 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 he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 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 rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency 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 the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or part and the contractor may be declared ineligible for further government contracts or federally assisted construction 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 rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided, That* if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
9. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for

the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

10. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Idaho Certifications

1. Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Grant exceed one hundred thousand dollars (\$100,000) and Contractor employs ten or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Grant engage in, a boycott of goods or services from Israel or territories under its control.
2. Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Grant be owned or operated by the government of China.

Steps to Comply with Section 3

***This form must be completed by the awarded prime contractor and all of his/her subcontractors prior to issuing the notice to proceed.**

From: _____ For: _____
Name of Contractor Name of Project

What is Section 3?

Under Section 3 of the Housing and Urban Development Act of 1968, whenever HUD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and businesses in that area. The project being awarded has Idaho Community Development Block Grant funding which is subject to HUD requirements. ***Covered prime contractors and subcontractors are required to show a good faith effort to:**

- A. Provide employment and training opportunities for **Section 3 Workers**.
- B. Provide opportunities for **Section 3 Businesses** for construction contracts.

Definition of a Section 3 Worker: A low-to-moderate income person residing in the County in which the ICDBG funds are expended. The person typically has an annual income of less than \$34,500 or resides in public or Indian housing or is a recipient of housing voucher assistance.

Definition of a Section 3 Business: A business that has a majority (51%) ownership held by Section 3 Workers or a business listed on Section 3 Registry for Idaho: www.hud.gov/Sec3Biz

Part I. Affirmative Action Plan for hiring and training Section 3 Workers:

- A. The total number of new hires I need for this project is _____.
- B. Activities planned to meet Section 3 hiring objectives (check those applicable):
 - ☐ Recruit through local advertising and social media.
 - ☐ Recruit by contacting the local housing authority.
 - ☐ Utilize the recruiting services provided by the Idaho Department of Labor.
 - ☐ Utilize the services of local apprenticeship or training programs.
- C. The total number of my current employees I intend to use on this project is _____. The number of these who would be considered Section 3 Workers is _____.

Part II. Affirmative Action Plan for contracting with Section 3 Businesses:

- A. Activities planned to recruit Section 3 Businesses:
 - ☐ Recruit via Section 3 Business Registry – www.hud.gov/sec3biz “Search for a Business.”
 - ☐ Recruit by submitting subcontracting bidding opportunities to the Idaho Procurement Technical Assistance Center, the ITD Disadvantage Business Enterprise (DBE) program, and area TERO programs.
- B. I will award _____ contracts in connection with these project activities.
 - 1) Of any of the subcontractors to be awarded are you aware if any are section 3 businesses?
Yes _____ No _____
 - 2) The total estimated dollar value of contracts awarded to Section 3 Businesses is \$_____.

I certify to the greatest extent possible I will hire and train Section 3 Workers and will obtain subcontracts from Section 3 Businesses.

Signature (Prime Contractor or Subcontractor)

Date

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

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

iii. Conformance

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

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- iv. **Fringe benefits not expressed as an hourly rate**
Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- v. **Unfunded plans**
If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- vi. **Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

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

ii. Priority to withheld funds

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

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

3. Records and certified payrolls

i. Basic record requirements

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

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

ii. Certified payroll requirements

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

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

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

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

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

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

4. Apprentices and equal employment opportunity

i. Apprentices

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

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

10. Certification of eligibility.

- i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

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

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

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

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

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
 - i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - D. A contractor's assignee(s);
 - E. A contractor's successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

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

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

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

(INSERT DAVIS BACON WAGE DECISION HERE)

"General Decision Number: ID20250105 06/06/2025

Superseded General Decision Number: ID20240105

State: Idaho

Construction Type: Building

Counties: Bannock and Franklin Counties in Idaho.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	◆ Executive Order 14026 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	◆ Executive Order 13658 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

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

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

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/14/2025

3 03/07/2025
4 06/06/2025

BRIC0001-001 06/01/2022

	Rates	Fringes
BRICKLAYER.....	\$ 35.53	19.85

CARP0808-003 06/01/2024

	Rates	Fringes
CARPENTER.....	\$ 34.08	17.91

ELEC0449-002 12/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 37.47	18.01

ENGI0302-012 01/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Forklift.....	\$ 36.33	15.40
Loader.....	\$ 36.33	15.40

IRON0732-004 06/01/2024

	Rates	Fringes
IRONWORKER.....	\$ 33.37	22.98

* LAB00155-012 06/01/2025

	Rates	Fringes
LABORER		
Grade Checker.....	\$ 33.98	13.80
Mason Tender -		
Cement/Concrete.....	\$ 33.93	13.80

LAB00155-013 01/01/2025

	Rates	Fringes
LABORER (Common or General).....	\$ 33.63	16.50

ROOF0200-003 06/01/2023

	Rates	Fringes
ROOFER.....	\$ 26.45	19.00

SHEE0103-006 06/01/2023

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 35.50	22.52

SHEE0103-014 06/01/2023

	Rates	Fringes
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SHEET METAL WORKER (Excludes HVAC Duct Installation).....	\$ 35.50	22.52
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 * UAVG-ID-0002 01/03/2025

	Rates	Fringes
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OPERATOR: Crane.....	\$ 31.81	18.12
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 * SUID2021-006 04/27/2023

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 22.21	3.80
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OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 28.92	10.39
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PAINTER.....	\$ 17.11 **	1.25
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TRUCK DRIVER: Dump Truck.....	\$ 25.06	8.81
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 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

?SU? wage rates typically remain in effect until a new survey

is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

Washington, DC 20210

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

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

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

=====

END OF GENERAL DECISION"

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Concerning Federal Labor Standards (Davis Bacon)**

Local Government Name:

CDBG Number and Project

Name: _____

The undersigned prime contractor, having executed a contract with _____
(Local Government)

in the amount\$_____ for the construction of the above-identified project, certifies
that:

1. He/she will comply with the Federal Labor Standards Provisions (e.g. Davis-Bacon Act, Copeland Act, Contract Work Hours and Safety Standards Act) and Prevailing Wage Decision(s) are included in the project's contract documents.
2. All laborers and mechanics employed on the project will be paid according to the appropriate Prevailing Wage Decision #_____,
MOD#_____.
3. Corrections of any infractions of the Federal Labor Standards Provisions, including infractions by any subcontractors and any lower tier subcontractors, is this contractor's responsibility.
4. Neither this contractor, any subcontractor, nor any affiliates, have been declared ineligible to participate in federally funded construction projects.
5. Contractor agrees to obtain and forward all Subcontractors' Certification concerning Federal Labor Standards Provisions and Prevailing Wage requirements to the Local Government or Local Government's representative within ten (10) days after execution of any subcontract.

Prime Contractor

Tax ID Number

Address

City, State ZIP

DUNS Number

Prime Contractor Signature

Date

**Subcontractor's Certification
Concerning Federal Labor Standards (Davis Bacon)**

Local Government Name:

CDBG Number and Project
Name: _____

The undersigned subcontractor, having executed a contract with _____ for
(Prime Contractor)

(Nature of Work)

in the amount \$_____ for the above-identified project, certifies that:

1. He/she will comply with the Federal Labor Standards provisions (e.g. Davis-Bacon Act, Copeland Act, Contract Work Hours and Safety Standards Act) and Prevailing Wage Decision(s) as per the project's contract documents.
2. All laborers and mechanics employed on the project will be paid according to the appropriate Prevailing Wage Decision # _____, MOD# _____.
3. Corrections of any infractions of the Federal Labor Standards Provisions, including infractions by any lower tier subcontractors, is this subcontractor's responsibility.
4. Neither this subcontractor, nor any affiliates, have been declared ineligible to participate in federally funded construction projects.
5. This subcontractor agrees to forward a Subcontractor's Certification concerning Federal Labor Standards provisions and Prevailing Wage requirements to the Prime Contractor within ten (10) days after execution of any subcontract.

Subcontractor

Tax ID Number

Address

City, State ZIP

DUNS Number

Subcontractor Signature

Date

Steps to Comply with Section 3

***This form must be completed by the subcontractor.**

From: _____ For: _____
Name of Subcontractor Name of Project

What is Section 3?

Under Section 3 of the Housing and Urban Development Act of 1968, whenever HUD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and businesses in that area. The project being awarded has Idaho Community Development Block Grant funding which is subject to HUD requirements. ***Covered prime contractors and subcontractors are required to show a good faith effort to:**

- A. Provide employment and training opportunities for **Section 3 Workers**.
- B. Provide opportunities for **Section 3 Businesses** for supplies, services, and construction contracts.

Definition of a Section 3 Worker: A low-to-moderate income person residing in the County in which the ICDBG funds are expended. The person typically has an annual income of less than \$34,500 or resides in public or Indian housing or is a recipient of housing voucher assistance.

Definition of a Section 3 Business: A business that has a majority (51%) ownership held by Section 3 Workers or a business listed on Section 3 Registry for Idaho: www.hud.gov/Sec3Biz

Part I. Affirmative Action Plan for hiring and training Section 3 Workers:

- A. The total number of new hires I need for this project is _____.
- B. Activities planned to meet Section 3 hiring objectives (check those applicable):
 - ☐ Recruit through local advertising and social media.
 - ☐ Recruit by contacting the local housing authority.
 - ☐ Utilize the recruiting services provided by the Idaho Department of Labor.
 - ☐ Utilize the services of local apprenticeship or training programs.
- C. The total number of my current employees I intend to use on this project is _____. The number of these who would be considered Section 3 Workers is _____.

Part II. Affirmative Action Plan for contracting (sub-subcontracts) with Section 3 Businesses:

- A. Activities planned to recruit Section 3 Businesses:
 - ☐ Recruit via Section 3 Business Registry – www.hud.gov/sec3biz “Search for a Business.”
 - ☐ Recruit by submitting subcontracting bidding opportunities to the Idaho Procurement Technical Assistance Center, the ITD Disadvantage Business Enterprise (DBE) program, and area TERO programs.
- B. I will award _____ contracts in connection with these project activities.
 - 3) Of any of the sub-subcontractors to be awarded are you aware if any are section 3 businesses?
Yes _____ No _____
 - 4) The total estimated dollar value of contracts awarded to Section 3 Businesses is \$_____.

I certify to the greatest extent possible I will hire and train Section 3 Workers and will obtain construction subcontracts from Section 3 Businesses.

Signature (Subcontractor)

Date

Preconstruction Conference Checklist	
1. PROJECT NAME AND NUMBER	2. LOCATION OF PROJECT (City, County)
3. BRIEF DESCRIPTION OF PROJECT	4. CHARACTER OF CONSTRUCTION ☐ Building ☐ Residential ☐ Heavy ☐ Other (specify) ☐ Highway
5. WAGE DECISION NO. (include modification number, if any)	6. CONTRACT AMOUNT: \$
7. PRIME CONTRACTOR	8. DATE & PLACE OF CONFERENCE
9. GRANT ADMINISTRATOR	10. ENGINEER/ARCHITECT
11. ATTENDEE LIST ☐ Attached	

- ☐ **Responsibilities of Consultant/Engineer/Architect (not "pre-emptive contract" employees, equipment or operation.)**
 Assure owner obtains desired facility. Certifies payment estimates. Prepares any change orders. Requests any other funding as soon as allowed. General review of the work by a registered professional engineer/architect. Supervises resident inspector. Issues Statements of Substantial Completion. Provide as-built drawings. Approves shop drawings.
- ☐ **Responsibilities of Grantee/Governing Body: (Actual contracting Organization)**
 Monitors consultant, inspectors & contractor's activities and provides funding agencies with a narrative explaining (1) any schedule slippage; (2) quantity overruns (analysis & explanation); (3) any significant problems, delays, or adverse conditions and the action taken or contemplated to resolve immediately; (4) any favorable developments. Approves change orders and payment estimates. Member of final inspection team. Works through engineer/architect.
- ☐ **Responsibilities of CDBG Grant Administrator (Must see that approval conditions are observed and dependent on grantee's intent.)** Works to ensure the project is in compliance with CDBG rules and regulations. Rules and regulation include, but are not limited, to project eligibility, acquisition, environmental, procurement, labor standards, citizen participation, and civil rights.
- ☐ **Responsibilities of Contractor: (Review contract terms.)**
 Furnished all materials, labor, equipment necessary to construct per plans & specifications. Notifies engineer/architect of any discrepancies. Completes job on schedule.
- ☐ **Responsibilities of Any Other Agency Contributing to the Project:**
- ☐ **General Discussions of Contract:**
 A. Alternative Specifications: (Does everyone understand the alternatives applicable to the contract as awarded)?
 B. Initiating Construction: (Notice to Proceed): _____
 C. Completion Time of Contract: _____ days to substantial completion and _____ days to final completion

- D. Liquidated Damages: \$_____ per day for delay of substantial completion and \$_____ per day for delay of time between substantial completion and project completion.
- E. Request of Extension of Contract Time: Must be made with a change order in writing to consultant or owner promptly.
- F. Procedures for Making Partial Payments: Partial payment estimates prepared on the _____ day of each month. Use form (USDA-RD) RD 1924-18, or EJCDC 1910-8-E, or AIA G702 & G703, or a similar form. The form should include, at a minimum, signature blocks and certification statements for the contractor, owner, and design professional to certify completion of work to date. **Note: CDBG payments can take up to 30 days.**
- G. Guarantee on Completed Works: (Materials, Installed Equipment, Workmanship, Etc.): One year after substantial completion. Performance Bond is in effect one year after final acceptance.
- H. Other Requirements of the Contract and Specifications which Deserve Special Discussion by All Parties: See attached engineer's/architect's preconstruction conference checklist. Environmental/Cultural issues; mitigation measures.
- I. Multiple Funding Agencies: Determine schedule of draws from each agency and discuss the timeline and timeliness of availability of funds.



Contractors Schedule and Other Personnel:

Manager/Supervisor: _____ **Cell Phone:** _____
Other: _____ **Cell Phone:** _____

- A. Analyze Work Schedule in Sufficient Detail to Enable Consulting Engineer/Architect to Plan His Operations: (Considerations must be given to needs of Owner and the planned operations of other contractors.)

Contractor will provide work schedule to Engineer/Architect as soon as possible. Schedule showing monthly quantity completion for major items must be furnished before first payment estimates. Send copy to IDC.

- B. Equipment to be used by Contractor:
- C. Contractor's Plans to Delivering Materials to Project Site: (Protection and storage of Materials.) as per contract documents.



Sub-Contracts: (Review and approval of proposed Sub-Contractors and their work schedules.)



Status of Materials Furnished by Owner:

- A. Schedule for Future Deliveries:
- B. Procedures to be adopted by contractor in accounting for and storing such materials:
- C. Other: Storage Location



Change Orders: (Detailed explanation of procedure to be followed and clearance. Which must be obtained before changes are implemented). Required before additional work accomplished including quantity overruns. Estimate overruns, final cleanup change order. Use unit prices bid or

if not applicable, negotiated unit or lump sum prices. Contractor warned may not be paid for changes if not covered by fully approved change order. Call for verbal approval if holding up work. Determine form to be used.

- ☐ **Staking of Work: (Clearly Define responsibilities of Architect/Engineer and Contractor. Engineer/Architect must furnish Line and Grade.)**
Engineer/Architect to furnish baseline and bench marks per contract
- ☐ **Project Inspection:**
 - A. Functions of Consulting Architect/Engineer. Including Records and Reports: All inspection must be recorded. Copy of page entries made available to CDBG Grant Administrator or IDC Representative, if requested.
 - B. Responsibilities of Owner: Monitor, pre-final, final inspection, 11-month inspection after substantial completion.
 - C. Safety and Sanitary Regulations: OSHA and AGC's Manual.
- ☐ **Final Acceptance of Work: Final Acceptance of Work: (Include requirements for tests and cleanup of project site.)**
When everything is 100% complete.
- ☐ **Right-of-Way and Easements:**
 - A. Explain any Portion of Project Not Available to Contractor:
 - B. Contractors Responsibilities During Work Covered by Contract:
Protect adjacent property.
 - C. Coordination with Railroads, Highway Departments and Other Organizations:
- ☐ **Davis-Bacon and Related Acts (DBRA)** requires the payment of prevailing wage rates to all laborers and mechanics working on the construction site. The prevailing wages for this project are listed in the contract documents. Prevailing wages include a basic hourly rate of pay and in most cases a fringe benefit payment.

The Copeland Act makes it a crime for anyone to require any laborer or mechanic to kickback any part of their wages. Consequently, the only deductions that can be taken out of employee's paychecks are those **required by law** or those **authorized** by the employee **in writing**. **The Copeland Act also requires that every contractor pay their employees weekly and submit weekly certified payroll reports (CPRs).**

The Contract Work Hours and Safety Standards Act (CWHSSA) requires time and one-half pay for hours worked over 40 in any workweek. The time and one-half is computed on the basic hourly wage and then the fringe amount is added to it. CWHSSA violations carry a liquidated damages penalty of ten dollars per day per violation. Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.
- ☐ **Additional Classifications**
If the work classification(s) needed do not appear on the wage decision, a request for an additional classification and wage rate will be needed. The grant administrator can assist you in this process. These additional classifications and rates must be approved by the USDOL.
- ☐ **Post on Job Site**
The contractor is required to display in a **conspicuous place** the following:
The **Wage Decision** for this project.

All Additional Classifications for this project.
The Secretary of Labor's **Wage and Hour poster** (See page 57)
Equal Employment Opportunity Poster



Payrolls

- A. Original payrolls must be submitted **weekly** by all contractors and subcontractors.
- B. Contractors are not required to use Payroll Form WH-347; but the payroll used must contain all of the information that is required on the WH-347 and the Statement of Compliance must be the exact wording as on the reverse of WH-347.
- C. Payroll deductions must be made according to USDOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to “kick-back” any of their earnings.
- D. If fringe benefits are paid to a plan instead of in cash, the hourly contribution must be determined. Documentation of the plan and the amount paid into the plan per employee must be submitted with the first payroll.
- E. If payrolls are not numbered sequentially by the respective contractor or subcontractor, then submit a letter or the “No Work” form to the contract administrator for the period that work is not performed so that a continuous record is maintained. A form may be submitted for extended periods of inactivity on the job.
- F. General and all subs submit Signature Authorization Form stating who is designated to sign payrolls if someone other than the owner signs them (see page 59).
- G. Payrolls must be submitted to the Prime Contractor, within seven (7) days after the payroll period ends.
- H. Prime Contractor must submit payrolls to the Grant Administrator.



Contractor/Subcontractor Certifications Concerning Labor Standards (See pages 43-46).
Contractor/subcontractor certifications are to be submitted within ten (10) days of signing the contract.

Prime contractors are responsible for the payment of employees of subcontractors and lower tier subcontractors in compliance with Labor Standards Provisions.



Split Classification

If employees perform work in more than one classification during the workweek, the wage rates specified for each classification can be paid **only** if accurate time records are maintained showing the amount of time spent in each classification of work. If there is a dispute, the contractor will be asked to provide the employee time records. If accurate time records are not maintained, the employees must be paid the highest wage rate of all the classifications for work performed.



Proper Designation of Trade

The classification of each employee must be selected from the wage decision or an approved Additional Classification based on the actual type of work performed. Each worker must be paid 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 the contractor to be fully trained as a Carpenter. **The only people who can be paid less than the rate for their craft are apprentices registered with the USDOL.**

**Foremen**

Foremen or supervisors that regularly spend more than 20% of their time performing construction work are covered laborers and mechanics (workers, employees) for labor standards purposes and must be paid the designated wage for the classification in which they work.

**Relatives**

Relatives are not exempt from Davis-Bacon requirements and must be paid the prevailing wage rate for the classification of work performed.

**Apprenticeship Provisions**

Idaho **does not** have an approved (by the USDOL) apprenticeship or trainee program, so **all apprentices must be registered with the USDOL, Bureau of Apprenticeship and Training**, to be paid less than the Davis-Bacon rate for the work they perform.

1. Documentation of Apprentice registration must be submitted with the first payroll on which he appears. If the papers are not submitted, the employee must be paid the mechanic rate for the classification of work being performed. The apprentice must be registered prior to going to work on the job.
2. The Journeyman - Apprentice ratio must be observed. If more apprentices per journeyman are used than permitted, the extras must be paid at the journeyman's rate.

The Idaho Department of Labor's Apprenticeship Idaho program can help contractors register workers in an approved USDOL registered program. Apprenticeship Idaho acts as a liaison between Idaho contractors and the USDOL-Office of Apprenticeship. They will help contractors develop their Registered Apprenticeship Program (RAP), write standards, and get them registered.

Contact the Apprenticeship Idaho team at: apprenticeship@labor.idaho.gov

**Wage Interviews**

Every contractor must make their employees available for interviews at the job site with the grant administrator or other agency representative.

**Working Subcontractors**

In the event the general contractor or the subcontractor hires a self-employed proprietor (someone who has no employees so will perform all the work himself/herself), the Davis-Bacon rate must be paid.

The following procedure must be followed:

1. Report the self-employed proprietor on the certified payroll of whoever hired them.
2. "Owner-operators" of trucks who are independent contractors and working on site, must be reported on weekly payrolls. The payrolls do not need to show the hours worked or rates, only the notation Owner-operator."

**Truck Drivers**

Truck drivers employed by a construction contractor or construction subcontractor are not covered by Davis-Bacon prevailing wage requirements while engaged in transporting materials or supplies to or from **(BUT NOT DIRECTLY ON)** the site of the work. **These truck drivers must be paid Davis-Bacon rate while employed "directly on the site of the work."** They would also be covered while hauling between the project site and any special facilities established exclusively for the project (i.e., "dedicated facilities" under 29 CFR 5.2(1)(2)).

**Violations** can result in:

Withholding of funds, termination of the contract or contractor debarment.

☐**Equal Employment Opportunity**

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 their employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: *employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.* The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. For full explanation see Executive Order 11246.

☐**Section 3****1. What is Section 3?**

Whenever HUD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low to moderate income residents and businesses in the area. This project being awarded has Idaho Community Development Block Grant funding which is subject to HUD's Section 3 requirements. Covered prime contractors and subcontractors are required to show a good faith effort to:

Provide employment and training opportunities for **Section 3 Workers**.

Definition of a Section 3 Workers: A low to moderate income person residing in the County in which the ICDBG funds are expended. A low to moderate income person typically has an annual income of less than \$34,500 or resides in public or Indian housing or is a recipient of housing voucher assistance.

Provide opportunities for **Section 3 Businesses** for Individuals construction contracts.

Definition of a Section 3 Business: A business that has a majority (51%) ownership held by Section 3 Residents or see Section 3 Business Registry for Idaho: www.hud.gov/section3biz

2. Covered contractors must keep records documenting good faith efforts taken and results of these efforts.
3. Contractors are required to complete a Steps to Comply with Section 3 and a Section 3 Summary Report. The Section 3 Summary Report must be submitted to the Idaho Department of Commerce prior to substantial completion.

☐**Placement of Project Signs & Posters:**

EEO Poster in office where hiring and on-job trailer. Provide contractor with information for project sign. Location of sign.

☐

Handling Disputes: First try informally in conference with all parties.

Contractor Signature

Date

Owner/Grantee Signature

Date

Grant Administrator

Date

Design Professional

Date

Send copy to Department of Commerce. Attach signup sheet of subcontractors and other attendees

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:
1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 (Revised April 2009)

DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:
1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321-SPA (Revised April 2009)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE				HUD FORM 4230A OMB Approval Number 2501-0011 (Exp. 8/31/2022)					
1. FROM (name and address of requesting agency)		2. PROJECT NAME AND NUMBER							
		3. LOCATION OF PROJECT (City, County and State)							
4. BRIEF DESCRIPTION OF PROJECT		5. CHARACTER OF CONSTRUCTION ☐ Building ☐ Residential ☐ Heavy ☐ Other (specify) ☐ Highway							
6. WAGE DECISION NO. (include modification number, if any) ☐ COPY ATTACHED		DATE of WAGE DECISION:		7. WAGE DECISION EFFECTIVE DATE (LOCK-IN):					
8. WORK CLASSIFICATION(S)		HOURLY WAGE RATES <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; border-bottom: 1px solid black; text-align: center;">BASIC WAGE</th> <th style="width: 50%; border-bottom: 1px solid black; text-align: center;">FRINGE BENEFIT(S) (if any)</th> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table>				BASIC WAGE	FRINGE BENEFIT(S) (if any)		
BASIC WAGE	FRINGE BENEFIT(S) (if any)								
9. PRIME CONTRACTOR (name, address)		9a. ☐ Agree ☐ Disagree		10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)					
9b. SIGNATURE		DATE							
Check All That Apply: ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. ☐ The proposed classification is utilized in the area by the construction industry. ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). ☐ Supporting documentation attached, including applicable wage decision. Check One: ☐ Approved, meets all criteria. DOL confirmation requested. ☐ One or more classifications fail to meet all criteria. DOL decision requested.									
Agency Representative <i>(Typed name and signature)</i>				FOR HUD USE ONLY LR2000: Log in: Log out:					
Phone Number									

HUD-4230A (8-19) PREVIOUS EDITION IS OBSOLETE

Instructions for filling out the Additional Classification and Wage Rate Form 4230A

Submit a written, signed request to Commerce naming the work classifications and the wage rates, including any fringe benefits that are proposed.

Grant Administrator: Complete items 2 through 10 and all “check all that apply” fields. Submit a copy of this form to Commerce with a complete copy of the applicable Davis-Bacon wage decision.

1. Enter the name and address of the submitting the report and to which the DOL reply should be sent.
2. Enter the name and number of the project or contract involved.
3. Enter the location of the project involved: city, county and state.
4. Describe the construction involved, e.g., new construction or rehabilitation, number and type of buildings, number of stories, number of units (as applicable). For example, new construction: 3-4 story buildings; 120 units.
5. Enter the character of construction as defined by DOL for Davis-Bacon prevailing wage rate purposes.
6. Enter the number of the Davis-Bacon wage decision applicable to the construction work. Include the number of wage decision modifications (if any) applicable to the work.
7. Enter the effective date of the wage decision for the project. (See DOL regulations at 29 CFR 1.6.)
8. Enter the work classifications and corresponding hourly basic wage rates and fringe benefit rates (if any) requested.
9. Self-explanatory.
10. If the requesting employer is not the prime contractor, enter the name and address of the subcontractor/employer making the request.

Remainder of the form:

Evaluate the employer’s request against the criteria for approval (see DOL Regulations, 29 CFR Part 5, and related contract labor standards provisions). The criteria are reflected in the “Check All That Apply” section to ensure that each factor is considered and met. Check the box next to each criterion that is met; do not check the box next to any criterion that is not met.

Submit the completed form to Commerce with a copy of the applicable Davis-Bacon wage decision.

Commerce: If the request meets all criteria, Commerce will check the appropriate box, sign and date the form, enter agency contact information and submit a copy of the completed form to the DOL for approval.

**Payroll Signature Authorization Form
Certificate from Contractor Appointing Officer
or Employee to Supervise Payment of Employees
(HUD -5282)**

Grant Recipient _____ CDBG No. _____

Project Name _____ Date _____

Location _____

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for _____ (Specify "General Construction," i.e., plumbing, electrical, etc.) in connection with construction of the above mentioned CDBG¹ Project, and (I) (we) have appointed _____, whose signature appears below, to supervise the payment of (my) (our) employees beginning (Date: mm/dd/yyyy) _____; That he/she is in a position to have knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute that he is to execute with (my) (our) full authority and approval until such times as (I) (we) submit to the (Grant Recipient) _____ a new certificate appointing some other person for the purposes hereinabove stated.

(Identifying Signature of Appointee)

(Name of Firm or Corporation)

(Signature) By: _____
(Signature)

(Title) _____
(Title)

(Date) _____
(Date)

NOTE: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statute.

¹Idaho Community Development Block Grant Program

Payroll Overview

Project Name: _____

Contractor/Subcontractor: _____

Wage Decision No. and Modification(s): _____

Name of Payroll Clerk _____

Contact Information for Payroll Clerk _____

List below the job classification, basic hourly rate, and fringe benefit rate for each job classification of employees you will utilize during the entire project. You must use the job classification from the approved wage decision listed above. If the approved wage decision does not include a job classification needed for the project, an additional job classification must be obtained. Contact the Grant Administrator for assistance.

JOB CLASS	BASIC HOURLY RATE*	FRINGE BENEFIT RATE	OVERTIME RATE
“ owe q ip ent Ope ato – ll doze ”			

*The basic hourly rate includes the zone rate where applicable

Check the applicable box:

1. ☐ All Fringe benefits are paid in cash for all employees.
2. ☐ All Fringe benefits are paid to a plan for all employees
3. ☐ Fringe benefits are paid part in cash and part to a plan for all employees

If Fringe benefits are paid in whole or part to a plan, attach a copy of the:

- Letter from U.S. Department of Labor declaring plan acceptable (if available) **or**;
- Letter from the Idaho Department of Commerce – CDBG Program declaring plan acceptable (if available), include documentation of payment within last quarter and documentation of renewal of plan if plan expired since date of letter **or**;
- Plan(s) and documentation(s) of payment for all funded plans, including but not limited to the Health Insurance Plan, Retirement Plan, Liability Insurance, and Disability Insurance.

U.S. DEPARTMENT OF LABOR

PAYROLL

Wage and Hour Division

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

OMB No.: 1215-0149

OMB No. 1235-0008

Expires: 04/30/2018

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐											ADDRESS										
PAYROLL NO.				FOR WEEK ENDING							PROJECT AND LOCATION					PROJECT OR CONTRACT NO.					
(1) NAME, AND EMPLOYEE NUMBER	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		
			O																		
			S																		
			O																		
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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

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 _____, 20_____, and ending the _____ day of _____, 20_____,
 all persons employed on said project have been paid the full weekly wages earned, that no rebates have
 been or will be made either directly or indirectly to or on behalf of said

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

Instructions for Payroll Form WH-347 For CDBG Funded Projects

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

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

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

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

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

Address: Fill in your firm’s address.

Payroll No.: Beginning with the number “1”, list the payroll number for the submission

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory

Project or Contract No.: Self-explanatory

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

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

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

accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

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

Column 5 - Total: Self-explanatory.

Column 6 - Rate of Pay: In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "12.50/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours and Safety Standards Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

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

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

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

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

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

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

Item 4 FRINGE BENEFITS – Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate

paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

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

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

HOW TO COMPLETE PAYROLL FORMS (Front Section)

For Subcontractors only:

Enter IRS number on first payroll.

Check correct box.

U.S. DEPARTMENT OF LABOR
Wage and Hour Division

PAYROLL

OMB No.: 1235-0008
Expires 04/30/2018

IRS# 24169475

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐ ABC Construction		ADDRESS 1234 Main Street, Nampa, Idaho	
PAYROLL NO. 12 Final	FOR WEEK ENDING July 9, 2018	PROJECT AND LOCATION City of Reubens	PROJECT OR CONTRACT NO. CDBG-18-II-20-PF

Payrolls must be numbers sequentially.
Write the work "Final" after the number on you last payroll.

Enter days of week work was performed.

RATE OF PAY (Column 6) ▼▼▼

- Straight Time: Include fringe amount ONLY IF YOU PAY ALL OR PART IN CASH. (See back of payroll if you pay fringe amount to plan, fund or program.)
- Overtime: is calculated at (1 ½ x base) + fringe. Include fringe amount in this column ONLY IF YOU PAY ALL OR PART IN CASH. (See back of payroll if fringe amount paid to plan, etc.) ▼▼

Specify

- Type of deduction
- Total deduction withheld

(1) NAME AND IDENTIFICATION NUMBER OF EMPLOYEE	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
				S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX	State Tax	Medi- cal	OTHER	TOTAL DEDUCTIONS	
				10	11	12	13	14	15	16										
				HOURS WORKED EACH DAY																
Carson Wentz #1256	1	Electrician	O						10	10	15.00	555.00	42.00	36.24	4.50	2.60	1.31	86.67	464.33	
		S		10	10	10	10			40	10.00									

Identification # required:

- The first time the workers name appears on the payroll.

Fill in the classification EXACTLY as it appears on the determination.

If classification is for a power equipment operator, indicate type, size, horsepower

OVERTIME

- Hours on this project contracted exceeding 40 per week.

STRAIGHT TIME

- Hours worked on this contract up to 40/wk

Enter gross, each deduction and net. Check your figures. Subtract the total amounts withheld from the total gross. The result should equal the total in Column 9.

HOW TO REPORT:* **Apprentice Wages*** **Overtime involving contract work hours and safety standards act when employee works on multiple federal projects.**

U.S. DEPARTMENT OF LABOR

PAYROLL

OMB No.: 1215-0008

Expires 04/30/2018

Wage and Hour Division

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐										ADDRESS										
ABC Construction										1234 Main Street, Nampa, Idaho										
PAYROLL NO. 11				FOR WEEK ENDING July 9, 2018				PROJECT AND LOCATION City of Reubens				PROJECT OR CONTRACT NO. ICDBG-18-II-20-PF								
(1) NAME AND IDENTIFICATION NUMBER OF EMPLOYEE	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
				S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX	Health	IRA	OTHER (Union Dues)	TOTAL DEDUCTIONS	
				3	4	5	6	7	8	9										
Allen Robinson	1	Apprentice Carpenter 1 st 6 mo. 40%	O										107.04	7.69	12.60	2.62	1.31	1.26	25.47	117.32
			S		4			8	8		20	5.35								
			O																	
			S																	
Mitchell Trubisky	2	Carpenter	O						8	8		20.07	160.56	34.00	75.00	9.00	6.47	4.20	125.61	342.23
			S									13.38								
			O																	
			S																	

Allen Robinson

- Shows apprentice classification
- Shows step percentage
- Attach copy of registration in approved DOL program with first payroll.

Mitchell Trubisky

- Although Staunton only worked 8 hours on this contract, he is entitled to 8 hours overtime. That is because Staunton worked 40 hours on other federally funded project this week.

HOW TO REPORT:

- * Times and wages if employee works more than one classification during the week.
- * When an employee moves.

U.S. DEPARTMENT OF LABOR

Wage and Hour Division

PAYROLL

OMB No.: 1235-0008

Expires 04/30/2018

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐										ADDRESS										
ABC Construction										1234 Main Street, Nampa, Idaho										
PAYROLL NO. 11				FOR WEEK ENDING July 9, 2018				PROJECT AND LOCATION City of Reubens				PROJECT OR CONTRACT NO. ICDBG-18-II-20-PF								
(1) NAME AND IDENTIFICATION NUMBER OF EMPLOYEE	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
				S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX	Health	IRA	OTHER (Union Dues)	TOTAL DEDUCTIONS	
				3	4	5	6	7	8	9										
Matthew Stafford	1	Carpenter	O									242.56	24.43	74.80	8.35	4.18	5.25	117.01	300.59	
			S		8	8	4		3		23	8.92								
Matthew Stafford	1	General Laborer	O						1		1	10.20								
			S				4				4	6.80								
Jamaal Charles	2	Carpenter	O									356.80	20.87	54.50	7.14	3.57	3.20	89.28	267.52	
			S		8	8	8	8	8		40	8.92								

Matthew Stafford

- Since Stafford worked at more than one classification during the week:
- Use 2 lines, one for each classification
- Gross amount earned can be totaled and entered on one line

HOW TO REPORT: * **Working Subcontractor**
 * **Owner Working with Employees.**

U.S. DEPARTMENT OF LABOR
 Wage and Hour Division

PAYROLL

OMB No.: 1235-0008
 Expires 04/30/2018

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐										ADDRESS										
ABC Construction										1234 Main Street, May, Idaho 83415										
PAYROLL NO. 1 - Initial				FOR WEEK ENDING July 9, 2018						PROJECT AND LOCATION City of Reubens					PROJECT OR CONTRACT NO. ICDBG-18-II-20-PF					
(1) NAME, AND IDENTIFICATION NUMBER OF EMPLOYEE	(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
				S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX	Health	IRA	OTHER (Union Dues)	TOTAL DEDUCTIONS	
				3	4	5	6	7	8	9										
Walter Payton #4567	2	Carpenter	O										940.00	82.00	75.00	60.			217.00	723.00
			S		8	8	8	8	8		40	23.50								
Travis Kelce #9876	1	Carpenter	O										940.00	82.00	75.00	60.			217.00	723.00
			S		8	8	8	8	8		40	23.50								
Patrick Mahomes II #3456	2	Painter	O											Self Employed Public Works License #05461						
			S																	

- Working Subcontractor
 - Report on payroll of whomever hires him or her

Cam Newton #7890	1	Carpenter	O																
			S		8	8	8	8	8		40				Owner				
Wes Welker #4567	2	Carpenter	O									940.00	82.00	75.00	60.			217.00	723.00
			S		8	8	8	8	8		40	23.50							
Russell Wilson #1065	1	Carpenter	O									940.00	82.00	75.00	60.			217.00	723.00
			S		8	8	8	8	8		40	23.50							

NO WORK PERFORMED

I hereby certify that no work was performed by the undersigned contractor and/or employees on the construction of:

Project No.: _____

Project Name: _____

During the period dating from _____ 20____

through _____ 20 ____.

By: _____

Title: _____

Date: _____

Contractor: _____

Comments:

Employee Voluntary Deduction Authorization Form

Date: _____

Project Name: _____

CDBG Project Number: _____

I have chosen to enroll in the payroll deduction programs made available on a voluntary basis. I hereby authorize _____, my employer, to withhold from my compensation for the programs checked below for the corresponding, one time only deduction program or a continuous deduction program. The consent to participate in these programs is not a condition either for the obtaining of or for the continuation of employment.

**One time
Only**

Continuous

☐	☐	Reconciliation of a wage advance – 29 CFR 3.5 § b
☐	☐	Health Insurance plan – 29 CFR 3.5 § d
☐	☐	Retirement Plan (IRA, 401K, or other pension plan) – 29 CFR 3.5 § d
☐	☐	Liability Insurance – 29 CFR 3.5 § d
☐	☐	Disability Insurance – 29 CFR 3.5 § d
☐	☐	Vacation Plan (funded program) – 29 CFR 3.5 § d
☐	☐	Loan Repayment to Credit Unions– 29 CFR 3.5 § f
☐	☐	Union Dues – 29 CFR 3.5 § i
☐	☐	Tool withholding, which is a direct benefit to me – 29 CFR 3.5 § j & k
☐	☐	Other: _____
☐	☐	Other: _____

(Type of Print Name of Employee)

(Signature of Employee)

Information to be provided by the employer in absence of signed form:

Attach, if not already provided to the Grant Administrator:

- A copy of the benefits plan for employees **and**;
- Letter from U.S. Department of Labor declaring plan acceptable **or**;
- Letter from the Idaho Department of Commerce declaring the plan acceptable and documentation of most recent renewal of plan if plan expired since date of letter **or**;
- Plan(s) and documentation(s) of payment for all funded plans, including but not limited to the Health Insurance Plan, Retirement Plan, Liability Insurance, and Disability Insurance.

WAGE DETERMINATION UPDATE FORM

Project: _____
CDBG- _____

IDC Project Manager: _____

Date/Time: _____

Bid Opening Scheduled For (Date/Time): _____

Projected Contract Award Date: _____
Is Contract Award Date within 90 days of Bid Opening? (If No, a new Wage Rate Update will be required prior to Award)

Wage Decision Used in Bid Document:

Highway	ID _____	Modification # _____	Publication Date: _____
Heavy	ID _____	Modification # _____	Publication Date: _____
Building	ID _____	Modification # _____	Publication Date: _____
Residential	ID _____	Modification # _____	Publication Date: _____

Are these rates still current? ☐ **Yes** ☐ **No**

If no, the new Wage Decision that will apply to the project:

Highway	ID _____	Modification # _____	Publication Date: _____
Heavy	ID _____	Modification # _____	Publication Date: _____
Building	ID _____	Modification # _____	Publication Date: _____
Residential	ID _____	Modification # _____	Publication Date: _____

Comments: _____

Signed: _____
Certified Grant Administrator

**CONTRACTOR ELIGIBILITY FORM
(Debarred Check)**

Project: _____
CDBG- _____

IDC Project Manager: _____

Project Description: _____

Bid Opening Date/Time: _____

Projected Contract Award Date: _____
(If Contract Award date is more than 90 days after Bid Opening date, a new Wage Rate Update will be required prior to Award)

Wage Rates to be Used in Contract:

Highway **ID** _____ Modification # _____ Publication Date: _____

Heavy **ID** _____ Modification # _____ Publication Date: _____

Building **ID** _____ Modification # _____ Publication Date: _____

Residential **ID** _____ Modification # _____ Publication Date: _____

Name of Company _____

DUNS Number: _____

Company Address: _____

President/CEO: _____

Bid Amount: _____

Date of Clearance: _____

Signed: _____
Specialist
Idaho Department of Commerce

Contractor/Subcontractor Weekly Payroll Review Form

Contractor/Subcontractor Name: _____ **Project/Grant No.** _____

Date Reviewed/Reviewed by: _____

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. Did the Contractor attend the pre-construction conference?	_____	_____	_____
2. Did the Contractor complete the Contractor/ Subcontractor Certification concerning Labor Standards and Wage Requirements?	_____	_____	_____
3. Did the Contractor execute the Payroll Authorization Form?	_____	_____	_____
4. Did the Contractor request for an additional classification? If yes: Has the classification been approved by the US DOL?	_____ _____	_____ _____	_____ _____
5. Is the Contractor submitting its payrolls on a weekly basis?	_____	_____	_____
6. Is the Contractor utilizing the proper payroll form (WH-347) or electronic version of the form?	_____	_____	_____
7. Has the following information been provided on the payroll?	_____	_____	_____
a. Name and address of Contractor?	_____	_____	_____
b. Payroll Number and Week Ending?	_____	_____	_____
c. Project and Location	_____	_____	_____
d. Employee(s) Name and Identification Number?	_____	_____	_____
e. Work Classification	_____	_____	_____
f. Hours Worked Each Day?	_____	_____	_____
g. Total Hours?	_____	_____	_____
h. Rate of pay?	_____	_____	_____
i. Gross amount earned?	_____	_____	_____
j. Deductions and net wage?	_____	_____	_____
Is the Contractor paying overtime if employee worked over 40 hours in the week?	_____	_____	_____
Are the overtime hours correctly computed (1.5 times base plus fringe)?	_____	_____	_____
8. Has the Contractor's authorized payroll agent completed the "Statement of Compliance"?	_____	_____	_____
9. Is the "Statement of Compliance" signed by the authorized agent?	_____	_____	_____
10. Is the agent the same individual as identified on the Payroll Authorization Form?	_____	_____	_____
11. Are fringe benefits paid to an approved plan or fund?	_____	_____	_____
If yes:	_____	_____	_____
Do you have documentation that the plan is acceptable?	_____	_____	_____
Do you have a copy of the plan on file?	_____	_____	_____
12. Are fringe benefits paid in cash?	_____	_____	_____

- | | | <u>Yes</u> | <u>No</u> | <u>N/A</u> |
|-----|--|------------|-----------|------------|
| 13. | Is the fringe paid to the plan less than the amount required to be paid in the wage decision? | _____ | _____ | _____ |
| | If yes, is the difference paid in cash? | _____ | _____ | _____ |
| 14. | Is the Contractor utilizing apprentices? If yes: | _____ | _____ | _____ |
| | Is the apprentice enrolled in an IDOL approved program? | _____ | _____ | _____ |
| 15. | Is the Contractor utilizing a foreman? If yes: | _____ | _____ | _____ |
| | Is it a project foreman (does not appear on payrolls)? | _____ | _____ | _____ |
| | Is it a working foreman (does appear on payrolls)? | _____ | _____ | _____ |
| 16. | Is the Contractor paying in piece work? If yes: | _____ | _____ | _____ |
| | Are the employees being properly paid? | _____ | _____ | _____ |
| 17. | Is the Contractor using a self-employed Subcontractor? If yes: | _____ | _____ | _____ |
| | Is the Subcontractor identified on the Contractor's payroll? | _____ | _____ | _____ |
| 18. | Other considerations: | | | |
| | Is there a proper ratio of laborers to mechanics? | _____ | _____ | _____ |
| | Are employees working too few or irregular hours? | _____ | _____ | _____ |
| | Is there a discrepancy in wage computation? | _____ | _____ | _____ |
| | Are there extraordinary deductions? | _____ | _____ | _____ |
| 19. | Employee interviews been conducted? Number conducted on-site? _____ by mail? _____ | | | |
| 20. | Were a representative number of Subcontractors interviewed? _____. | | | |
| 21. | Have you compared interviews against the payrolls and remarked under Payroll Examination of the Record of Employee Interview? _____. | | | |
| 22. | Were there any wage restitutions required by any Contractors? If yes, refer to Section Seven of this Chapter. _____. | | | |
| 23. | Did any Contractor fail to pay their employees proper overtime wage rate? If yes, refer to Section Seven of this Chapter. _____. | | | |

Record of Employee Interview

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes ☐ No ☐		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits? Vacation Yes ☐ No ☐ Medical Yes ☐ No ☐ Pension Yes ☐ No ☐	4c. Pay stub? Yes ☐ No ☐
5. Your job classification(s) (list all) --- continue on a separate sheet if necessary					
6. Your duties					
7. Tools or equipment used					
8. Are you an apprentice or trainee?		Y ☐ N ☐	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?		Y ☐ N ☐
9. Are you paid for all hours worked?		Y ☐ N ☐	11. Have you ever been threatened or coerced into giving up any part of your pay?		Y ☐ N ☐
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks					
15a. Interviewer name (please print)		15b. Signature of Interviewer		15c. Date of interview	

Payroll Examination

16. Remarks	
17a. Signature of Payroll Examiner	17b. Date

Instructions for completing Record of Employee Interview form HUD-11:

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Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews must be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Items 1a-1c: Self-explanatory

Items 2a-2d: Enter the employee's full name, a telephone number where the employee can be reached and the employee's address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a-4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5-7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g. carpenter, electrician, plumber)- response such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8-12b: Self-explanatory

Items 13-15c: These items represent some of the most important that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in the trade(s) that are available.

Items 16-17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Historial de Entrevista del Empleado

Se estima que la tarea de recolección de esta información pública es de aproximadamente 15 minutos por respuesta, incluso el tiempo para examinar instrucciones, buscar fuentes de datos existentes, recopilar y mantener datos necesarios, y completar y examinar la recopilación de la información. Esta agencia no puede recopilar esta información y no se requiere que usted llene este formulario, a menos que éste exhiba un número de control válido de la Oficina de Administración y Presupuesto (OMB, por sus siglas en inglés). La información que se recopila tiene la finalidad de garantizar la conformidad a las normas laborales Federales mediante entrevistas con obreros de construcción. La información recopilada asistirá a HUD a conducir el monitoreo de conformidad; la información se usará para examinar la veracidad de los informes de nómina certificados presentados por el patrón. **Información confidencial.** La información recopilada en este formulario es considerada confidencial y está protegida por la Ley de Privacidad. La Ley de Privacidad requiere que estos archivos se mantengan con salvaguardas administrativos, técnicos, y físicos apropiados para garantizar su seguridad y confidencialidad. Además, estos archivos deberán ser protegidos contra cualquier amenaza anticipada o riesgos a su seguridad o integridad, que podría causar daño sustancial, vergüenza, inconveniencias, o injusticias a cualquier individuo de quien se mantiene la información. **La información recopilada aquí es voluntaria y cualquier información proporcionada será mantenida como confidencial.**

1a. Nombre del proyecto			2a. Nombre del empleado																										
1b. Número del proyecto			2b. Número de teléfono del empleado (incluso prefijo local)																										
1c. Contratista o subcontratista (Patrón)			2c. Dirección residencial del empleado y código postal																										
			2d. ¿Verificación de identificación? Sí ☐ No ☐																										
3a. ¿Cuánto tiempo en este trabajo?	3b. ¿Último día en este trabajo antes de hoy?	3c. ¿No. de horas en su último día en este trabajo?	4a. ¿Salario por hora?	4b. ¿Beneficios complementarios? Vacaciones ☐ Sí ☐ No ☐ Médicos ☐ Sí ☐ No ☐ Pensión ☐ Sí ☐ No ☐	4c. ¿Talonario de paga? Sí ☐ No ☐																								
5. Clasificación(es) de su trabajo(s) (enumere todas) --- continúe en una página separada si es necesario																													
6. Sus deberes																													
7. Herramientas o equipo usado																													
<table border="0"> <tr> <td colspan="2"></td> <td>S</td> <td>N</td> <td colspan="2"></td> <td>S</td> <td>N</td> </tr> <tr> <td>8. ¿Es aprendiz?</td> <td>☐</td> <td>☐</td> <td>10. ¿Le pagan al menos tiempo y medio por todas las horas trabajadas superior a 40 horas semanales?</td> <td>☐</td> <td>☐</td> <td></td> <td></td> </tr> <tr> <td>9. ¿Le pagan todas las horas trabajadas?</td> <td>☐</td> <td>☐</td> <td>11. ¿Alguna vez ha sido amenazado o coercionado a entregar parte de su paga?</td> <td>☐</td> <td>☐</td> <td></td> <td></td> </tr> </table>								S	N			S	N	8. ¿Es aprendiz?	☐	☐	10. ¿Le pagan al menos tiempo y medio por todas las horas trabajadas superior a 40 horas semanales?	☐	☐			9. ¿Le pagan todas las horas trabajadas?	☐	☐	11. ¿Alguna vez ha sido amenazado o coercionado a entregar parte de su paga?	☐	☐		
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12a. Firma del empleado			12b. Fecha																										
13. Deberes observados por el entrevistador (Por favor sea específico.)																													
14. Comentarios																													
15a. Nombre del entrevistador (use letra de imprenta)			15b. Firma del entrevistador		15c. Fecha de la entrevista																								

Examinación de Nómina

16. Comentarios

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Mail Interview Format

Date

Mr. _____
Street Address
City, State, Zip

RE: Name of Grant Project
Grant Project Number

Dear Mr. _____:

It is requested that you complete the enclosed form pertaining to your employment with _____, Inc. on the subject project. This project is being constructed under a program of the U.S. Department of Housing and Urban Development (HUD), and a minimum hourly wage rate has been established by the U.S. Secretary of Labor that is in effect during the construction of the project.

You were reported on the payroll submitted by your employer for the week ending September 15, 2020 as having worked as a roofer at the rate of \$_____ per hour.

The interview form and a self-addressed envelope are enclosed. Please be sure that your answers are accurate and complete, and that you report the hours worked on this project separately from hours worked on any other project during this period of time. Your answers will not be revealed to your employer without your written consent.

Your cooperation in completing the enclosed form and returning it to this office by _____, 2020 will be greatly appreciated. If you should need assistance or have any questions, please do not hesitate to contact me at (208) 999-9999.

Sincerely,

Mary Smith
Grant Administrator

Format for Mailed Employee Interview

Date: _____

Name: _____

Home Address: _____

City, State, Zip _____

Location of Project: _____

Employer: _____ Foreman/Supervisor: _____

Your job title: _____

Description of work you performed: _____

Your rate of pay: _____/hr. Average hours worked per week: _____

How was your wage determined? (hourly wage, salary, piece work, etc.) _____

When did you work on this project - **from** _____ **to:** _____

Did you receive fringe benefits? If yes, which fringe benefits (vacation, medical, pension, other, etc.)

List tools or equipment you used _____

Did you work more than 40 hours per week? _____

Were you paid 1 ½ times for your regular rate of pay for overtime? _____

Did you keep a record of hours worked? _____

Are you presently working for this employer? _____

Additional information: _____

How may we contact you? (cell #, email,)? _____

Signature: _____

Español

Fecha

Sr. _____

Dirección

Ciudad, Estado, código postal

RE: Nombre del Proyecto

Número del Proyecto

Estimado Sr. _____

Se solicita que complete el formulario adjunto correspondiente con su empleo en _____, Inc. en el proyecto citado anteriormente. La construcción de este proyecto forma parte de un programa con el Departamento de Vivienda y Desarrollo Urbano de E.U (HUD, por sus siglas en inglés), y se ha establecido un salario mínimo por el Departamento de Labor de E.U que está en efecto durante la construcción de dicho proyecto.

Las horas trabajadas por usted han sido reportadas en la nómina de sueldos de su empleador durante la semana de _____, 2020 como fontanero, a la tarifa de pago de _____ por hora.

El formulario con las preguntas y un sobre están adjuntos. Por favor, preste atención a que sus respuestas sean precisas y solo reporte las horas que ha trabajado en este proyecto separadas de horas trabajadas en otros proyectos durante este periodo.

Le agradecemos por su cooperación en cumplir y devolver la forma adjunta a esta oficina el _____, 2020. Si necesita alguna asistencia o tiene preguntas, no dude en llamarme al 208.999.9999

Sinceramente,

Mary Smith

Fecha: _____

Nombre: _____

Dirección: _____

Ciudad, Estado, Código Postal _____

Ubicación del proyecto: _____

Empleador: _____ Supervisor: _____

Título profesional: _____

Descripción del trabajo realizado: _____

Tasa de pago: _____/hora. Promedio de horas trabajadas cada semana: _____

¿Como se determinó su salario? (salario por hora, salario, por proyecto, etc.) _____

¿Cuándo trabajó en este proyecto? - de _____ hasta: _____

¿Recibió beneficios adicionales? ¿Cuales? (vacaciones, medico, pensión, otros, etc.) _____

Lista de herramientas usadas _____

¿Trabajó más de 40 horas a la semana? _____

¿Le pagaron 1 ½ veces por su tasa de pago por horas extras? _____

¿Mantuvo un registro de las horas trabajadas? _____

¿Sigue trabajando para este empleador? _____

Información adicional: _____

¿Como podemos contactar con Ud. (celular, correo electrónico)? _____

Firma: _____

Wage Restitution Certification Form

CDBG Project Name: _____

CDBG Project Number: _____

Name of Contractor: _____

I, _____, certify that I received \$ _____
(Employee Name) (Dollar Amount)

for wage restitution on the project listed above.

Employee Signature

Date

**Labor Standards Enforcement Report
(Less than \$1,000)**

_____, 20____

Division of Community Development
Idaho Department of Commerce
700 W. State St.
P. O. Box 83720
Boise, ID 83720-0093

IDC Project Manager: _____
Project Name: _____
Project Number: _____
Prime Contractor: _____

This is a wage restitution report on the cited project. (See attached Schedule(s) of Wages Found Due.)

Straight-time wage restitution of: \$_____ has been paid to ____ employees.
Overtime wage restitution of: \$_____ has been paid to ____ employees.
Total wage restitution of: \$_____ has been paid to ____ employees.

_____ employees of the General Contractor were underpaid.

_____ employees of _____ were underpaid.
(Subcontractor Name)

The wage underpayments were discovered through (i.e. routine payroll review, on-site investigations, employee complaint, etc.):

Were CWHSSA liquidated damages applicable? ☐ Yes ☐ No
(If yes, attach CWHSSA Liquidated Damages Report form.)

Check one:

The violation appeared to be: ☐ Willful ☐ Non-willful Explain:

Grant Administrator

Signature of Chief Elected Official

**Labor Standards Enforcement Report
(\$1,000 and above)**

DATE:
TO:
FROM:

A. Coverage

Project Name: _____

Project Number: _____

Location: _____
(City, County, and State)

Wage Decision: _____

Prime Contractor: _____
(Name, City and State)

Subcontractor: _____
(Name, City and State)

II. Violations

This is a wage restitution report on the cited project. (See attached Schedule(s) of Wages Found Due.)

Straight-time wage restitution of: \$ _____ has been paid to _____ employees.

Overtime wage restitution of: \$ _____ has been paid to _____ employees.

Total wage restitution of: \$ _____ has been paid to _____ employees.

Were any of the actions willful? ☐ Yes ☐ No
(If yes, see attached detailed report.)

Were CWHSSA liquidated damages computed? ☐ Yes ☐ No
(If yes, attach CWHSSA Liquidated Damages Report form.)

Are Administrative sanctions recommended? ☐ Yes ☐ No
(If yes, see attached detailed report.)

The wage underpayments were discovered through (i.e., routine payroll review, on-site investigations, employee complaint, etc.):

The types of violations were:

III. Disposition

This section should detail the nature of the conference with the contractor, if any, and the action taken to resolve the violations. Recommendations where relevant as to reduction, waiver or

assessment of liquidated damages as well as debarment or other ineligibility sanctions shall be made in this section and sufficiently justified (reference may be made to the description in II).

IV. Documentation

This section should include copies of pertinent certified weekly payrolls, on-site interviews where referred to elsewhere in the report, employee statements, preconstruction conference minutes/checklists, contract documents including the wage decision and labor standards clauses in the contracts for all contractors involved (prime, 1st tier, and 2nd tier subcontractors as appropriate), contractor and subcontractor certifications, schedule of wages due, communication documents, CWHSSA Liquidated Damage Report form, and related materials.

Grant Administrator

Signature of Chief Elected Official

CWHSSA Liquidated Damages Report
(Attached to corresponding Labor Standards Enforcement Report)
(Applicable for individual Contracts of \$100,000 or more)

Project Name: _____
Project Number: _____

CWHSSA Violations

This is a CWHSSA liquidated damages report for the cited project (See attached Schedule(s) of Wages Found Due & CWHSSA Liquidated Damages Report Computation Worksheet).

CWHSSA (overtime) wage restitution in the total amount of \$_____ has been paid to _____ employees. The CWHSSA (overtime) was computed for _____ violations. The total amount of liquidated damages of \$_____ was computed at a rate of \$31 for every calendar day each employee was required or permitted to work more than forty hours in a week.

_____ employees of the General Contractor for whom violations were computed.

_____ employees of _____ for whom violations were computed.
(Subcontractor Name)

Description of Violations

The violation appeared to be: ☐ Willful ☐ Non-willful **Explain:**

This section should detail the nature of the violations and name the specific statutes violated.

Grant Administrator

Signature of Chief Elected Official

Employee Name	Payroll Ending Date	Total # of days worked	# of Days with O/T Violation	Liquidated Damages Computed	
e.g. John Smith	6/12/05	5	1	\$ 10	-
e.g. James Johnson	6/12/05	4	2	\$ 20	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
Total		9	3	\$ 30	

Section 3 Summary Report – Community Development Block Grant Program

Section 3 as per 24 CFR Part 75 requires to the greatest extent feasible that for projects funded with CDBG funds that contractors shall ensure that new employment opportunities are made available to Section 3 Workers and contract opportunities are made available to Section 3 Businesses.

Definition of a Section 3 Worker: A low-to-moderate income person residing in the County in which the ICDBG funds are expended. The person typically has an annual income of less than \$34,500 or resides in public or Indian housing or is a recipient of housing voucher assistance.

Definition of a Section 3 Business: A business that has a majority (51%) ownership held by Section 3 Workers or a business listed on Section 3 Registry for Idaho: www.hud.gov/Sec3Biz

1. Contractor Name & Address:	2. ICDBG Grant #:	3. Dollar Amount of Award:
	4. Contact Person:	5. Phone:
	6. Date Report Submitted:	7. Project Name:

Part I: Workers Hired

A List of Contractors:	B Number of New Hires	C Number of New Hires that are Section 3 Workers	D Estimated Number of Hours Section 3 Workers Worked on Project	E Estimated Number of Total Labor Hours Worked on Project
Prime Contractor Name: _____				
Subcontractor Name: _____				
Subcontractor Name: _____				
Subcontractor Name: _____				
Subcontractor Name: _____				
Subcontractor Name: _____				
Subcontractor Name: _____				
Subcontractor Name: _____				
Total				

Part II: Contracts Awarded

Construction Contracts:	
A. Dollar amount of Prime Contract	\$
B. Number of Section 3 businesses receiving subcontracts	
C. Dollar amount of contracts awarded to Section 3 businesses	\$
D. Percentage of the total dollar amount that was awarded to Section 3 businesses	%

Part III: Good Faith Effort

A. Efforts made to hire a Section 3 worker (☒ check effort(s) implemented)

- ☐ Utilize the services of local apprenticeship or training programs.
 - ☐ Utilize the recruiting services provided by the Idaho Department of Labor.
 - ☐ Recruited by contacting the local housing authority.
 - ☐ Recruited through local advertising social media.
 - ☐ Coordinated with Youth Build Programs.
 - ☐ Other; describe below.
-

B. Efforts made to Sub-Contract a Section 3 business (☒ check effort(s) implemented)

- ☐ Recruited via Section 3 Business Registry – www.hud.gov/sec3biz "Search for a Business."
 - ☐ Recruited by submitting subcontracting bidding opportunities to the Idaho Procurement Technical Assistance Center (PTAC) and the ITD Disadvantage Business Enterprise (DBE) program.
 - ☐ Job opportunity signs displayed at project site.
 - ☐ Other; describe below.
-

Submit a copy of this report to the Idaho Department of Commerce.

CITY OF POCA TELLO

Bid Opening Attendees

PROJECT: Optimist Park & Ross Park Bathroom Construction

NAME	SIGNATURE	FIRM	ADDRESS	E-MAIL PHONE NO.
Christine Howe		City of Pocatello	911 N 7th Ave 83201	cHowe@pocatello.gov 208 208 234 6186
Anne Butler		" "	" "	AButler@pocatello.gov
Lisa Devlin		" "	" "	lisa-devlin@pocatellonv.gov
Brayden Millward		" "	" "	Brayden.Millward@pocatello.gov

Bid Opening for Optimist Park & Ross Park Bathroom Construction

Bid Opening for Optimist Park & Ross Park Bathroom Construction

[illegible]

City of Pocatello
Bid Opening for Optimist Park & Ross Park Bathroom Construction

[illegible]

BID PRICE SHEET (PAGE 1 OF 5)

ADDRESS: Ross Park Pleasureland, located at approximately 2610 S. 2nd Avenue, Pocatello ID

**Project: Optimist Park & Ross
Park Bathroom**

BID ITEM DESCRIPTION	
----------------------	--

OPTION A – ROSS PARK PLEASURELAND ONE (1) SINGLE STALL BATHROOM

Total Option A Equipment/Materials:	
-------------------------------------	--

Total for Option A Labor/Installation:	
--	--

TOTAL for OPTION A (Sum of Equipment/Materials and Labor/Installation):	
--	--

BID PRICE SHEET (PAGE 2 OF 5)

ADDRESS: Ross Park Pleasureland, located at approximately 2610 S. 2nd Avenue, Pocatello, ID

Project: Optimist Park & Ross
Park Bathroom

BID ITEM DESCRIPTION	
----------------------	--

OPTION B – ROSS PARK PLEASURELAND TWO (2) SINGLE STALL BATHROOMS

Total Option B Equipment/Materials:	\$ 87,510
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Total for Option B Labor/Installation:	\$ 104,955. ⁰⁰
--	---------------------------

TOTAL FOR OPTION B (Sum of Equipment/Materials and Labor/Installation):	\$ 194,465.⁰⁰

BID PRICE SHEET (PAGE 3 OF 5)	
ADDRESS: Optimist Park, 7 th Ave. & E. Young St., Pocatello, ID 83201	Project: Optimist Park & Ross Park Bathroom
BID ITEM DESCRIPTION	
<u>OPTION C – OPTIMIST PARK ONE (1) SINGLE STALL BATHROOM</u>	
Total Option C Equipment and Materials \$	53,165. ⁰⁰
Total for Option C Labor/Installation \$	64,978. ⁰⁰
Total for Option C (sum of Equipment, Materials, and Labor/Installation): \$	118,143.⁰⁰

BID PRICE SHEET (PAGE 4 OF 5)

ADDRESS: Optimist Park, 7th Ave. & E. Young St., Pocatello, ID 83201

Project: Optimist Park & Ross
Park Bathroom

BID ITEM DESCRIPTION	
----------------------	--

OPTION D - OPTIMIST PARK (2) TWO SINGLE STALL BATHROOMS

	Total Option D Equipment and Materials
--	--

	Total for Option D Labor/Installation
--	---------------------------------------

Total for Option D (sum of Equipment, Materials, and Labor/Installation):	

BID PRICE SHEET (PAGE 5 of 5)**ADDRESS:** Ross Park Pleasureland, located at approximately 2610 S. 2nd Avenue, Pocatello, IDOptimist Park, 7th Ave. & E. Young St., Pocatello, ID 83201**Project: Optimist Park & Ross Park Bathroom Construction**Anticipated start date: JULY-21-2025Project Completion Date: November 20, 2025Contractor Name: Morco ConstructionCompany Name: Morco Construction Phone: 208-251-4252Address: 4053 GARTON RD Email: dmorris@morco-teamCity, State, & Zip Code: POCATELLO ID 83204

City License No.: _____

State License No.: RCE-37118Public Works License No.: 021574**Subcontractor List:**

If contractor plans to subcontract any part of this work, please list those subcontractor(s) below. If none, please write N/A. Any changes to your list must be approved by the City of Pocatello prior to contract signing. At contract signing, final subcontractor(s) and their license number(s) must be provided. Failure to complete and return this form may render the bid unresponsive and void.

~~ADD~~ B+G PLUMBING
SANDERSON ELECTRIC

I have reviewed the project description for the **Park Bathrooms (Optimist Park & Ross Park-Pleasureland)**, and verified the project bid total before signing this bid.

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Contractor Signature: Douglas MorrisDate: 7-7-25

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Morco Construction, LLC
(Here insert full name and address or legal title of Contractor)
PO Box 4866 Pocatello, ID 83205

as Principal, hereinafter called the Principal, and
Houston, TX SureTec Insurance Company
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Texas
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)
City of Pocatello
911 N. 7th Ave. Pocatello, ID 83201

as Obligee, hereinafter called the Obligee, in the sum of
Five Percent Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
Project: Optimist Park and Ross Park Bathrooms

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th

day of July

19 2025

Joseph Morris
(Witness)

Joseph Roger Morris
(Principal) (Seal)
Joseph Roger Morris - Member
(Title)

Terri Hall
(Witness)

Terri Hall
(Surety) (Seal)
Terri Hall Attorney-in-Fact
(Title)



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Terri Hall, Barbara Helterbrand, Tim Marks

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

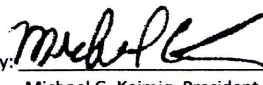
Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

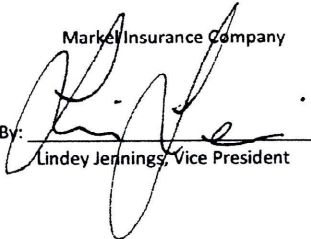
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of January, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



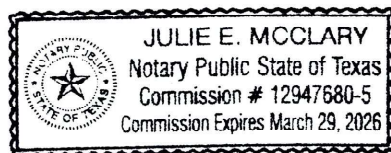
Markel Insurance Company

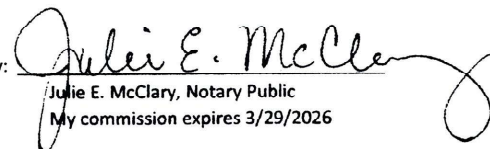
By: 
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 25th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

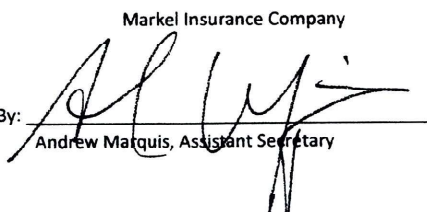
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 7th day of July, 2025

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary



Mutual Insurance Associates, Inc.

Bid Bond Request

Today's Date 7-7-2025 Bid Date 7-7-2025

Approx Base Bid

Contractor's Name Morco Construction

\$ 258,831

Owner/Obligee name & address ROGER MORRIS City of Pocatello

+ Alternates

4053 GARTON RD

911 N 7th AVE

\$ 107,574

POCATELLO ID 83204

POCATELLO ID 83201

Approx Total Bid

Exact Title of Job OPTIMIST PARK + ROSS PARK

\$ 366,405

BATHROOMS

Project #

Engineer Estimate

Location of Project OPTIMIST PARK + ROSS PARK

\$ N/A

% Amount to be Subbed: ☒ None

Sitework _____ Mechanical _____

Bid Bond % ☒ 5 ☐ 10 ☐ 20

Electrical _____ Framing _____

Completion Time

Steel _____ Concrete _____

NOV - 20 - 2025

Masonry _____ Roofing _____

Penalties

Drywall _____ Finishes _____

Others _____

Brief Description of Project CONSTRUCT NEW

***Provide us with any
SPECIAL Bond Forms***

PUBLIC RESTROOMS

***Advise us if ORIGINAL
AIA Bond Forms are required***

Work On Hand (Bonded & not Bonded)

Name of Contract	Contract Price	% Complete	Cost to Complete	Completion Date

Council Agenda Item B - Contract Documents

This contract is provided for assistance only. It does not constitute legal advice and is not a substitute for the Grantee's independent legal obligations. If Grantee has any question about its legal responsibilities, it should seek the advice of a licensed attorney.

Construction Contract for Small Projects

This agreement is made by and between Morco Construction (Contractor) and
City of Pocatello (Owner).

WITNESSETH:

The Owner does hereby employ the Contractor to do all the work and provide all the materials, tools, machinery and supervision necessary for the construction of Optimist Park and Ross Park Bathroom Construction – Option A and Option D

at Ross Park – Pleasureland, S. 2nd Avenue, Pocatello ID 83204 and Optimist Park, 7th Ave. & E. Young St., Pocatello, ID 83201. (Project location)

for the total sum of **\$312,608.00**.

The Contractor shall commence the work by August 25, 2025 and shall complete the work by November 20, 2025.

CONTRACT DOCUMENTS: Contract Documents consist of the following:

- a. This Construction Contract
- b. Specifications / Scope of Work
- c. Drawings
- d. Performance Bond, if required
- e. Payment Bond, if required
- f. CDBG Supplemental General Conditions
- g. Federal Labor Standards Provisions, HUD-4010
- h. General Wage Decision – _____ dated _____ – Davis-Bacon Wage Rates

1. DAVIS-BACON AND RELATED ACTS. Requires workers to receive no less than the prevailing wages as computed by the USDOL and issued in the form of federal wage decisions for each classification of work. The law applies to construction, alteration or repair contracts over \$2,000 aggregate. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Part 1, 3, and 5 are herein incorporated by reference in this contract.

2. HOLD HARMLESS. Contractor shall agree to defend, indemnify, and hold harmless the Owner and the Idaho Department of Commerce from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or less and expense arising from Contractor's Performance under this agreement to install or construct housing rehabilitation to be paid for out of the proceeds of the Owner's rehabilitation loan. Contractor is acting in the capacity of an independent Contractor with respect to the Owner.

3. LIEN WAIVERS. Contractor agrees to protect, defend, and indemnify Owner from any claims for unpaid work, labor, or materials with respect to Contractor's Performance. Final payment shall not be due until the Contractor has delivered to the Owner complete release of all liens for work completed arising out of Contractor's Performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the Owner indemnifying him against any lien.

4. GENERAL WARRANTY. The Contractor shall remedy any defect due to faulty material or workmanship and pay for any damage to other work resulting therefrom which shall appear within the period of one year from final payments. Further, the Contractor will furnish Owner with all manufacturers and supplier's written guarantees and warranties covering materials and equipment furnished under this Contract.

5. CONTRACT AMOUNT AND PAYMENT SCHEDULE. Payments will be subject to the Owner's acceptance of work done. The Owner agrees to make payments to the Contractor within twenty-one days of approving work.

6. CHANGE ORDERS. Owner and Contractor expressly agree that no material changes or alterations in the description of work or price provided above shall be made unless in writing and mutually agreed to by both parties and authorized by the Owner.

7. PERMITS AND CODES. Contractor agrees to secure and pay for all necessary permits and licenses required for Contractor's Performance and to adhere to applicable local codes and requirements whether or not covered by the specifications and drawings for the work, including any Contractor registration requirements.

8. SCOPE OF WORK. Contractor acknowledges that it has prepared the Contractor's Proposal and that such proposal is accurate and consistent as to the name of Contractor, scope of work that the Contractor will undertake, and price. Contractor acknowledges the performance requirement established in the write up and warrants that all work undertaken will conform to said specifications.

9. PUBLIC WORKS CONTRACTORS LICENSE. For construction projects in excess of \$100,000 in the aggregate, no contractor, subcontractor, or specialty contractor shall be required to have a current license as a Public Works contractor in the State of Idaho in order to submit a bid on any project; however, at or prior to the award of the contract, the successful bidder shall secure a Public Works Contractor's License. The contractor understands the time required to secure the Public Works Contractor's License.

10. SUBCONTRACTORS. Contractor agrees that all the warranties contained herein shall apply to all work performed under the Contract, including that performed by any Subcontractors. The Contractor shall be responsible for the compliance of all provisions within this contract for all subcontractors or lower tier subcontractors.

11. RESOLUTION OF DISPUTES. All claims or disputes between the Owners and Contractor arising out of or related to the work shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. The Owner and Contractor shall submit all disputes or claims, regardless of the extent of the work's progress, to the American Arbitration Association/Better Business Bureau unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement, and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitration shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the Contractor, the arbitrator may award costs and attorney's fees in favor of the Contractor. If the award of the arbitrator is in a sum greater than that which was offered in settlement by the Owner, the arbitrator may award costs and attorney's fees in favor of the Owner.

12. PROHIBITION OF KICKBACKS. The price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

13. INSPECTION OF WORK. All materials and workmanship will be subject to inspection, examination, and test, by the owner or representative, who will have the right to reject defective material and workmanship or require its correction.

14. CLEANING UP. The contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work shall remove from the premises all rubbish, implements and surplus materials and leave the construction site clean.

15. ASBESTOS CONTAINING MATERIAL

- For any building renovation or demolition suspected asbestos containing material should be tested for asbestos.
- The removal or management of asbestos containing material shall be in compliance with federal and state laws, including the National Emission Standards for Hazardous Air Pollutants (NESHAP) and OSHA's Occupational Exposure to Asbestos Standards.

16. CONTRACT TERMINATION, DEBARMENT. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

Morco Construction

CONTRACTOR

City of Pocatello

OWNER

BY: _____
Contractor

BY: _____
Official's Signature

Title

Date

Mayor _____
Title

Date

NOTICE OF AWARD

Date of Issuance:

Owner: City of Pocatello

Owner's Project No.: ICDBG-01

Project Manager: Brayden Millward

Grants Manager: Christine Howe

Engineer's Project No.: N/A

Project: Optimist Park & Ross Park Bathroom Construction

Contract Name: Optimist Park & Ross Park Bathroom Construction

Bidder: Morco Construction

Bidder's Address: 4053 Garton Road, Pocatello, ID 83204

You are notified that Owner has accepted your Bid dated 7/7/2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Optimist Park & Ross Park Bathroom Construction for the following Options:

Option A – Ross Park Pleasureland One (1) Single Stall Bathroom

Option D – Optimist Park Two (2) Single Stall Bathrooms

This project includes the construction of bathrooms at public park facilities, including connecting the bathrooms to City water and sewer services. The final project locations will be determined prior to construction. Project scope includes the construction one (1) single-stall, ADA-complaint 12'-6" x 10' bathroom facility at Ross Park Pleasureland per the plans in the Request for Bids Appendix B – COP Generic Restroom Single and two (2) single stall, ADA-complaint 12'-6" x 10' bathroom facilities at Optimist Park per the plans in the Request for Bids Appendix B – COP Generic Restroom Double. The facilities shall include all specified materials, accessories, and connections per the scope of work. The Contractor will be responsible for performing the work in accordance with City of Pocatello Public Works standards. All work is to be permitted and inspected as well as meet current codes and standards. The Contract Price of the awarded Contract is \$312,608.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

2 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner Two counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents.

Owner: City of Pocatello

By (*signature*): _____

Name (*printed*): Brian C. Blad _____

Title: Mayor _____

Copy: Project Manager

Grants Manager

Attachment B: Specifications/Scope of Work

SCOPE OF WORK

Project Overview

The City seeks a qualified contractor to complete the public facility project at City Parks, including Ross Park Pleasureland, located at approximately 2610 S. 2nd Avenue, Pocatello, ID and Optimist Park, located at S. 7th Ave & E. Young St. (see Appendix A -Project Location Map for site locations for the bathroom facilities).

This project involves the construction of bathrooms at public park facilities, including connecting the bathrooms to City water and sewer services.

Four options for bidding are provided (Options A-D) with the construction of one single stall or two single stall bathrooms at each park facility. Bathroom facilities shall also include an external drinking fountain on the structure.

Bathrooms shall be ADA-accessible and meet all City Codes and Standards.

BATHROOM PLANS

Bathroom plans are provided in Appendix B and shall be used by the contractor. Contractor will be responsible for connection to City sewer, including paying the connection fee. Contractor will be responsible for connection to City water including paying the connection fee and Water Department to tap the City line.

SCOPE OF WORK (CONTINUED)

OPTION A – ROSS PARK PLEASURELAND ONE (1) SINGLE STALL BATHROOM

The Contractor shall construct one (1) single-stall, ADA-complaint 12'-6" x 10' bathroom facility per the plans in Appendix B – COP Generic Restroom Single. The bathroom shall comply with the specifications in the plans. This shall include:

- Stick built plywood interior with FRP and painted plywood ceiling
- Epoxy flooring with floor drain, to match existing floor at Upper Ross Park restroom
- Metal siding exterior
- Include window per specifications and passive vent,
- Interior accessories including toilet, sink, and stainless clad mirror and hand dryer to match existing park bathroom facilities
- Vandal stop toilet paper dispenser, or equivalent, to match existing and include minimum 10-year warranty
- Electrical connections per the specifications
- Lighting shall be on a timer
- Doors shall have mag locks with programmable timers
- Exterior MDF drinking fountain, or equivalent, to match existing park bathroom facilities with standard level and ADA-complaint level.
- Concrete foundation per specifications
- Standing seam metal roofing

The Contractor will be responsible for:

- Performing all work to City of Pocatello Public Works standards.
- Connecting bathroom to City water and sewer

All work is to be permitted and inspected.

All work to meet current codes and standards.

SCOPE OF WORK (CONTINUED)

OPTION D – OPTIMIST PARK (2) TWO SINGLE STALL BATHROOMS

The Contractor shall construct two (2) single stall, ADA-complaint 12'-6" x 10' bathroom facilities per the plans in Appendix B – COP Generic Restroom Double. The Contractor shall tear out and re-tie in the existing fence to the bathroom to match existing outfield fence.

The bathrooms shall comply with the specifications in the plans. This shall include:

- Stick built plywood interior with FRP and painted plywood ceiling
- Epoxy flooring with floor drain, to match existing floor at Upper Ross Park restroom
- Metal siding exterior
- Include window per specifications and passive vent,
- Interior accessories including toilet, sink, and stainless clad mirror and hand dryer to match existing park bathroom facilities
- Vandal stop toilet paper dispenser, or equivalent, to match existing and include minimum 10-year warranty
- Electrical connections per the specifications
- Lighting shall be on a timer
- Doors shall have mag locks with programmable timers
- Exterior MDF drinking fountain, or equivalent, to match existing park bathroom facilities with standard level and ADA-complaint level.
- Concrete foundation per specifications
- Standing seam metal roofing

The Contractor will be responsible for:

- Performing all work to City of Pocatello Public Works standards.
- Connecting bathroom to City water and sewer

All work is to be permitted and inspected.

All work to meet current codes and standards.

Attachment C - Drawings



SITE PLAN
SCALE: 3/32"=1'-0"



*THIS PLAN IS FOR PLANNING PURPOSES ONLY. CITY OF
POCATELLO TO VERIFY ALL UTILITIES, SETBACKS AND
EASEMENTS, ETC. PRIOR TO PLACEMENT OF GENERIC RESTROOM.



DRAWING SCALE
APPLIES TO
24"x36" SHEET SIZE

New Structure for:
**COP - Parks & Recreation
Generic Restrooms**
TBD
Pocatello, ID 83201

340 East Clark Street, Suite A
Pocatello, Idaho 83201
Phone (208) 233-4548
Fax (208) 233-0263
email: info@bootharchitecture.com



Proposed Site

Date
5/29/2025

Sheet No., A0.0

- GENERAL NOTES**
- Contractor to verify all dimensions and conditions.
 - All work to comply with IRC, ADA, and all other local and national codes that may apply.
 - Contractor to verify and coordinate all owner provided items for proper size, clearance, and requirements.
 - All lumber in contact with concrete or masonry to be pressure treated.
 - Provide bracing for all grab bars, door stops, cabinetry, partitions, etc. as required.

- SITE NOTES**
- Contractor to verify site setbacks, easements, utilities, etc., with all drawings and/or local jurisdiction as required.

- CONCRETE NOTES**
- Provide concrete footings, foundations, slabs, etc. per plans.
 - Provide 10 M rebar under all slabs of occupied areas such as W.R. Meadows Perimeter. Seal all joints, laps, etc. per manufacturer's recommendations.
 - Provide sealer such as Scaffold Guard-III at all finishes.

- FRAMING NOTES**
- Provide 2x framing per Architectural and/or Structural drawings. All exterior walls to be 2x4 minimum with sheathing as shown. Interior plumbing wall to be 2x6 minimum with sheathing as required.
 - Provide fluid applied or wrap such as Tyvek CommercialWrap.

- PAINT NOTES**
- Drywall - (1) coat primer such as Sherwin Williams PAW Drywall Primer & Sealer, (2) coats paint such as Sherwin Williams ProMark 400 Zero VOC Interior Latex.
 - CMU - (1) coat primer such as Sherwin Williams LUXON Concrete & Masonry Primer / Sealer, (2) coats paint such as Sherwin Williams SuperPaint Exterior Acrylic Latex.
 - Interior Metal (doors, frames, handrails, etc.) - (1) coat primer such as Sherwin Williams Multi-Purpose Latex Primer, (2) coats paint such as Sherwin Williams ProMark 400 Zero VOC Interior Latex.
 - Exterior Metal (doors, frames, handrails, etc.) - (1) coat primer such as Sherwin Williams Kwik-Krom Universal Metal Primer, (2) coats paint such as Sherwin Williams SuperPaint Exterior Acrylic Latex.
 - Exposed ceiling structure to be painted with such as Sherwin Williams Pro Acrylic Drywall when noted.

- TOILET ACCESSORIES NOTES**
- Grab Bars - such as Bradley 812 heavy duty SS with concealed mounting.
 - Sanitary Napkin Disposal - such as Bradley Diplomat model 4410.
 - Seat Cover Dispenser - recessed such as Bradley Diplomat 540.
 - Toilet Paper Dispenser - dual roll such as Bradley Diplomat model 5410.
 - Paper Towel Dispenser - sensor activated such as Bradley model 2489.
 - Paper Towel / Waste - sensor activated recessed such as Bradley Diplomat 3425.
 - Verify with drawings for contractor provided or owner provided toilet accessories.

- DOOR & FRAME NOTES**
- Exterior 16 ga. galvanized metal doors such as Steelcraft SZ series.
 - Interior walls for non-DMB walls to be such as Steelcraft F series with (3) non-galvanized anchors per side on 7' doors, (4) anchors on 8' doors. Provide 4-1/2"x4-1/2" ball bearing hinges such as Stanley FB9179 (3) per 7' door, (4) on 8' and 4' wide doors.
 - Exterior frames to be such as such as Steelcraft galvanized F series with (3) galvanized anchors per side on 7' doors, (4) anchors on 8' doors. Provide 4-1/2"x4-1/2" ball bearing hinges such as Stanley FB9179 (3) per 7' door, (4) on 8' and 4' wide doors. Provide non-removable pins on not swing doors.
 - Door hardware to be ADA compliant. Verify style with Door details. Hinging to be coordinated with owner.
 - Push / Pull such as line 8320-8 US320 4X16. Kick plates such as DonJo J10282630 4"x30"
 - Provide hinges with non-removable pins at all out-swinging exterior doors.
 - All egress doors shall be readily operable from egress side without use of key or special knowledge. Door handles, pulls, latches, locks and other operating devices shall not require tight grasping, tight pinching, or twisting of the wrist to operate.

Architectural Abbreviations	
AS	Anchor Bolt
Arch.	Architectural
ATF	Above Finish Floor
CTR	Contractor
Conc.	Concrete
Elec.	Electrical
ENR	Existing to Remain
Exht.	Exhausting
e.w.	Each Way
FD	Floor Drain
FIP	Fiber Reinforced Plastic
Fum.	Fumace
ga.	Gauge
GWB	Gypsum Wall Board
HIS	Hose Bibb
Horiz.	Horizontal
IM	Insulate Metal
HW	Hardwood
Mech.	Mechanical
O.C.	On Center
OF3	Overflow Drain
OSB	Oriented Strand Board
P-lem	Plastic Lintel
RD	Roof Drain
ref.	Refrigerator
req.	Required
SS	Stainless Steel
Struct.	Structural
T/MAP	Tape, Texture and Paint
typ.	Typical
Vert.	Vertical
w/	with
WH	Water Heater
WS	Water Softener



ORIGINAL SIGNED BY:
TED L. BOOTH
DATE ORIGINAL
SIGNED:
5/29/2025
ON FILE AT:
BOOTH
ARCHITECTURE

DRAWING SCALE
APPLIES TO
24"x36" SHEET SIZE

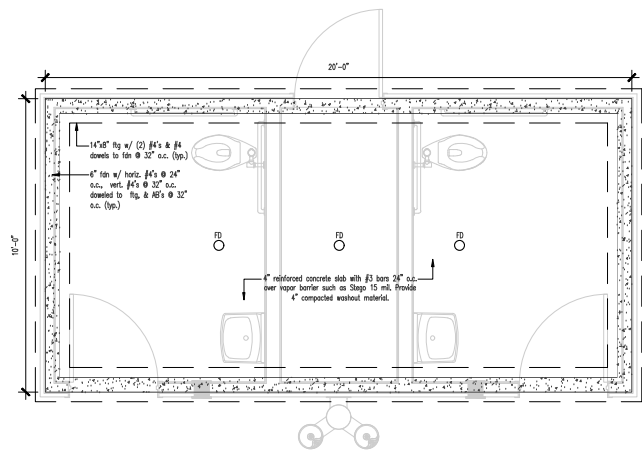
New Structure for:
**COP - Parks & Recreation
Generic Restrooms**
TBD
Pocatello, ID 83201

340 East Clark Street, Suite A
Pocatello, Idaho 83201
Phone (208) 233-4548
Fax (208) 233-0263
email ted@bootharchitecture.com



Footings & Foundation
Floor Plan

Date
5/29/2025
Sheet No. **A1.0**

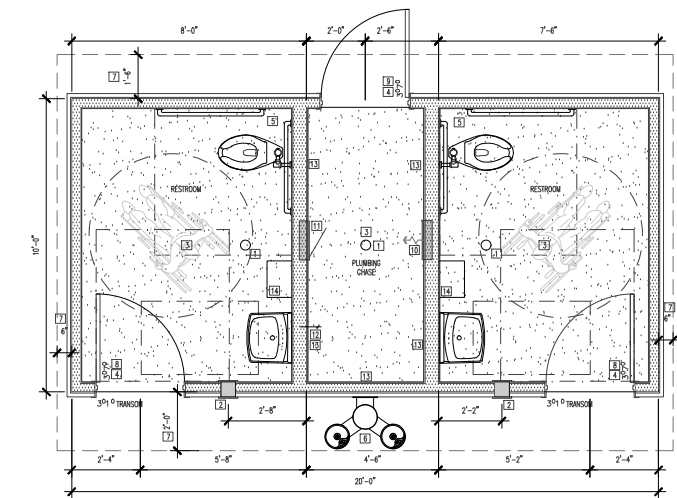


FOOTING & FOUNDATION PLAN

SCALE: 1/2"=1'-0"

- FOOTINGS:**
- Footings shall bear on firm, undisturbed soil a minimum of 32" below the final finished grade line for one and two story structures. However, should the frost line be locally deeper than the depths specified above, then bottom of footings shall extend below this local frost line. Where sloping grades are involved, footing depths must always be measured from the point at the final finished grade line that is closest to the footing.
 - Concrete cover for reinforcing bars shall 3" for footings & 1" for flat work.
 - Use rebar splices 40' diameters minimum.
 - Rebar into slab as required.
 - Over all foundations to footings 32" o.c.
 - All walls over 4' foot in height must have two horizontal bars within top 12" of wall.
 - Horizontal Reinforcing Bars to run continuous between all intersecting walls.
 - All Foundation walls to be 6" concrete wall w/ horizontal #4's @ 24" o.c. & vertical #4's @ 32" o.c. Provide AS's @ 32" o.c. (typ.)
 - 1/2" rebar bolts shall be placed minimum 32" on center. 3/4"x5/16" plate washers required.
 - Foundation wall elevations to be coordinated with elevations and grade.
 - To insure proper support for the footings and foundation walls, footings must always be poured with a flat bottom surface. Footings may be stepped where necessary to allow the footings to remain below frost line on a sloping grade line that exceeds a mean of thirty degrees down from the level. Stepping also require special engineering for extended foundation walls and stepped footings.
 - Foundations and footing slabs are based on minimum allowable soil bearing capacity of 1500psi. User must verify that local soil conditions meet these requirements and must re-design footings if the soil bearing capacity falls short of 1500psi.
 - Foundation wall heights to be stepped as needed according to site conditions.
 - Contractor to coordinate placement of all under slab plumbing prior to placement of concrete.

- CONCRETE:**
- All concrete shall develop and maintain a minimum compressive strength of 3000psi within 28 days after pouring.
 - Concrete forms, shoring, and pouring methods shall conform to all current practices endorsed by the American Concrete Institution.

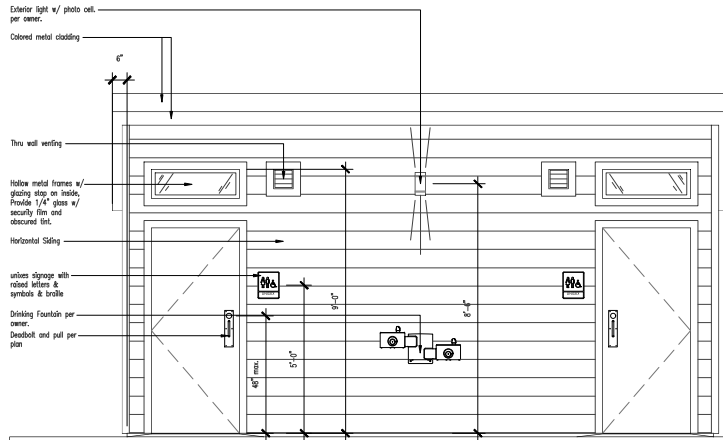


FLOOR PLAN

SCALE: 1/2"=1'-0"

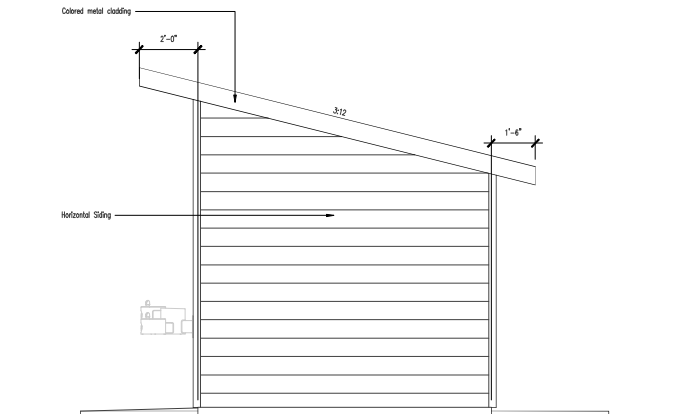
- GENERAL NOTES:**
- Contractor to verify all dimensions & conditions.
 - Contractor to coordinate items & requirements of owner provided items that may be coordinated into project.
 - All work to comply with IRC, ADA, and all other local, national, plumbing, mechanical, and electrical codes that may apply.
 - All lumber in contact with concrete or masonry to be pressure treated.
 - Adjacent properties and public right of way to be protected from dirt and debris during construction.
 - Contractor to verify all utilities, easements, setbacks, flood plains, and easement restrictions, etc.
 - Contractor to provide building hold-downs
 - Contractor to schedule relocation of any utilities prior to excavation/contruction.
 - Contractor to provide suitable barrier(s) to prevent public access to excavation or other hazardous work areas.
 - Contractor to verify all site conditions and dimensions.
 - Contractor to verify location of setbacks and easements before digging.
 - Contractor to verify location of all utilities prior to digging, both public and private.
 - Contractor to schedule relocation of any utilities prior to excavation/contruction.
 - Design and grade of all plumbing for blowout and winterization.
 - All floors to be epoxy w/ slip resistant additive.
 - All interior walls to be fpp.
 - Provide Rubber Base in all interior spaces.
 - All ceilings to be painted gypsum, new plan.
 - All electrical to be better designed.
 - All door/window openings to have (2) 2x6's headers as required.

- NOTES:**
- Floor Drain.
 - Three-tier wall ventilator linked to light motion sensor such as: Brons, Model 512M.
 - LED light fixture linked to motion sensor. Owner to specify.
 - Hollow metal door w/frame such as: Steelcraft SZ series.
 - Grab bars per ADA Standards.
 - Drinking fountain to meet ADA Standards. Owner to specify.
 - Roof overhang.
 - Provide deadbolt such as: Schlage B60P w/ occupancy indicator, provide pull plates such as: Don Jo D97115 (both sides).
 - Provide deadbolt such as: Schlage B60P, provide pull plate such as: Don Jo D97115 on outside.
 - Provide electric wall heater such as: Cabot CEC 1437N.
 - Exposed plumbing.
 - Paper towel dispenser by owner.



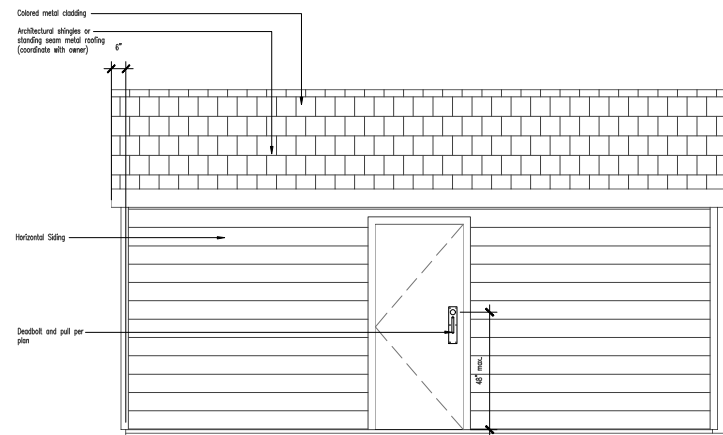
FRONT ELEVATION

SCALE: $1/2" = 1'-0"$



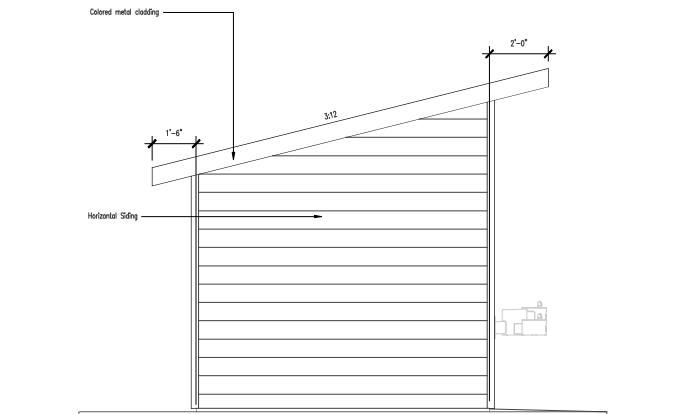
RIGHT ELEVATION

SCALE: $1/2" = 1'-0"$



REAR ELEVATION

SCALE: $1/2" = 1'-0"$



LEFT ELEVATION

SCALE: $1/2" = 1'-0"$



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ARCHITECTURE

DRAWING SCALE
APPLIES TO
24"x36" SHEET SIZE

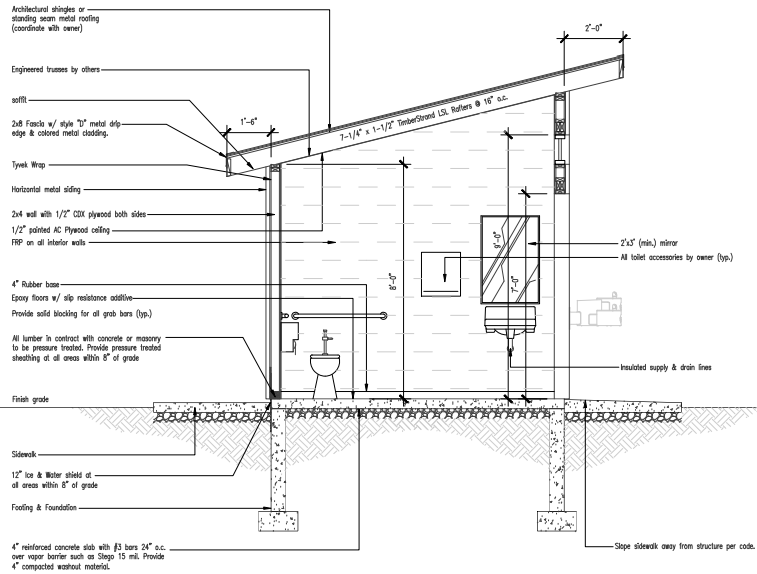
New Structure for:
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Pocatello, ID 83201

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Elevations

Date
5/29/2025
Sheet No., **A2.0**



BASIC SECTION
SCALE: 1/2"=1'-0"



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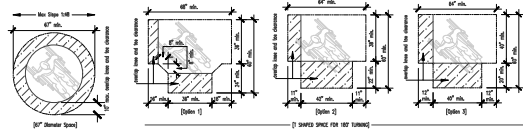
Section

Date
5/29/2025

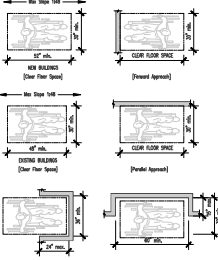
Sheet No., **A2.1**

ACCESSIBILITY STANDARDS

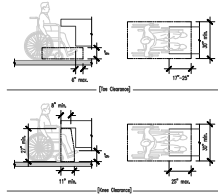
ICC A117.1-2017 Standard for Accessible and Usable Buildings and Facilities, American National Standard



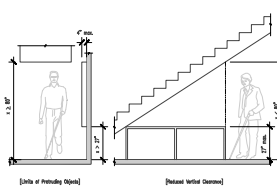
304. TURNING SPACE



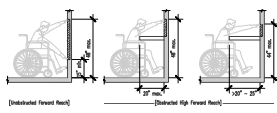
305. CLEAR FLOOR SPACE



306. KNEE & TOE CLEARANCE



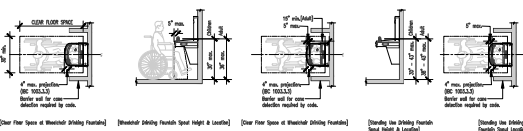
307. PROTRUDING OBJECTS



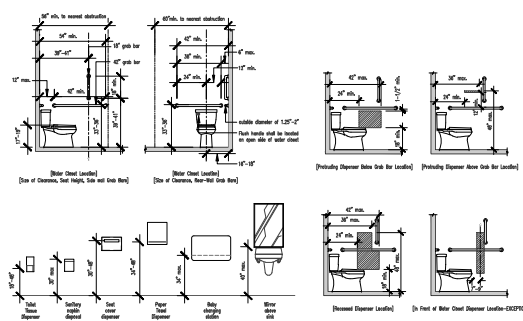
308. REACH RANGES

ACCESSIBILITY STANDARDS

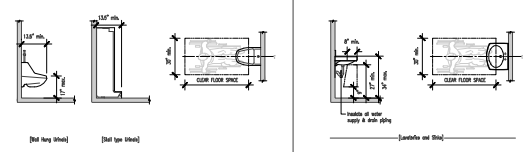
ICC A117.1-2017 Standard for Accessible and Usable Buildings and Facilities, American National Standard



309. DRINKING FOUNTAINS & BOTTLE FILLING STATIONS



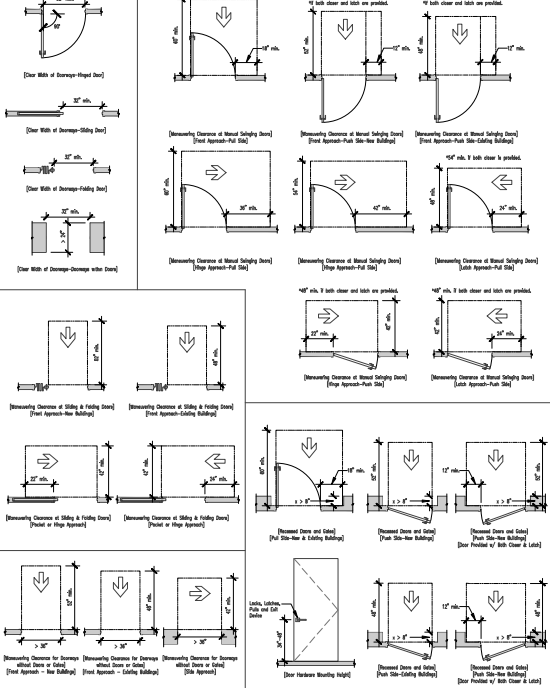
310. WATER CLOSETS & TOILET COMPARTMENTS



311. LAVATORIES & SINKS

ACCESSIBILITY STANDARDS

ICC A117.1-2017 Standard for Accessible and Usable Buildings and Facilities, American National Standard



404. DOORS, CROWWAYS & GATES



ORIGINAL SIGNED BY:
TED L. BOOTH
DATE ORIGINAL
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ON FILE AT:
BOOTH
ARCHITECTURE

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24"x36" SHEET SIZE

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Generic Restrooms**
TBD
Pocatello, ID 83201

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Pocatello, Idaho 83201
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email ted@bootharchitecture.com



ADA Standards

Date
5/29/2025
Sheet No., **A2.2**



SITE PLAN
SCALE: 3/32"=1'-0"

*THIS PLAN IS FOR PLANNING PURPOSES ONLY. CITY OF
POCATELLO TO VERIFY ALL UTILITIES, SETBACKS AND
EASEMENTS, ETC. PRIOR TO PLACEMENT OF GENERIC RESTROOM.



ORIGINAL FILED BY:
EBCD
DATE ORIGINAL
FILED:
5/23/2025
ON FILE AT:
BOOTH ARCHITECTURE

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Proposed Site

Date
5/29/2025
Sheet No., A0.0

1. Contractor to verify all dimensions and conditions.
2. All work to comply with IRC, ADA, and all other local and national codes that may apply.
3. Contractor to verify and coordinate all owner provided items for proper size, clearance, and requirements.
4. All lumber in contact with concrete or masonry to be pressure treated.
5. Provide backing for all grab bars, door stops, cabinetry, partitions, etc. as required.

1. Contractor to verify site setbacks, easements, utilities, etc., with civil drawings and/or local jurisdiction as required.

1. Provide concrete footings, foundations, slabs, etc. per plans.
2. Provide 10 Mil vapor barrier under all slabs of occupied areas such as W.R. Meadows Perminator. Seal all joints, laps, etc. per manufacturers recommendations.
3. Provide sealer such as Scofield Curesel-W all at fltwork.

1. Provide 2x framing per Architectural and/or Structural drawings. All exterior walls to be 2x4 minimum with sheathing as shown. Interior plumbing wall to be 2x6 minimum with sheathing as required.
2. Provide fluid applied or wrap such as Tyvek CommercialWrap.

1. Drysol = (1) coat primer such as Sherwin Williams PVA Drysol Primer & Sealer, (2) coats point such as Sherwin Williams Proform 400 Zero VOC Interior Latex.
2. CMU = (1) coat primer such as Sherwin Williams LUXON Concrete & Masonry Primer / Sealer, (2) coats point such as Sherwin Williams Superfint Interior Acrylic Latex.
3. Interior Metal (doors, frames, handrails, etc.) = (1) coat primer such as Sherwin Williams Multi-Prime Latex Primer, (2) coats point such as Sherwin Williams Proform 400 Zero VOC Interior Latex.
4. Exterior Metal (doors, frames, handrails, etc.) = (1) coat primer such as Sherwin Williams Kem Kromak Universal Metal Primer, (2) coats point such as Sherwin Williams Superfint Interior Acrylic Latex.
5. Exposed ceiling structure to be painted with such as; Sherwin Williams Pro Acrylic Drysol where noted.

1. Grab Bars – such as Bradley 812 heavy duty SS with concealed mounting.
2. Sanitary Napkin Disposal – such as Bradley Diplomat model 5410.
3. Seat Cover Dispenser – recessed such as Bradley Diplomat 5M40.
4. Toilet Paper Dispenser – dual roll such as Bradley Diplomat model 5A10.
5. Paper Towel Dispenser – sensor activated such as Bradley model 2499.
6. Paper Towel / Waste – sensor activated recessed such as Bradley Diplomat 2A25
7. Verify with drawings for contractor provided or owner provided toilet accessories.

2. Exterior 16 ga. galvanized metal doors such as Steelcraft SZ series.
3. Exterior 16 ga. non-ORB wets to be such as Steelcraft F series with (3) non-galvanized anchors per door, (4) anchors on 8" doors. Provide $4 \times 7/8 \times 1/8$ flat bearing hinges such as Stanley FB1719 (3) per door, (4) on 8" and 4" wide doors.
4. Exterior frames to be such as such as Steelcraft galvanized F series with (3) galvanized anchors per door, (4) anchors on 8" doors. Provide $4 \times 7/8 \times 1/8$ flat bearing hinges such as Stanley FB1719 (3) per door, (4) on 8" and 4" wide doors. Provide non-removable clip on entry studs.
5. Door hardware to be ADA compliant. Verify style with Door details.
6. Pulls / Pulls such as Inc. 8302 or US3020 4130, Kick plates such as Dorman J10262830 4130.
7. Provide hinges with non-removable pins at out-swinging side.
8. All glass doors shall be readily accessible from entry side without use of any special knowledge. Door handles, pulls, knobs, levers, latches, etc. shall be readily accessible from entry side. No grasping, grip peeling, or twisting of the wrist to operate.



- FOUNDATIONS**
1. Footings shall be for firm, undisturbed soil at a minimum of 3" below the finished grade line for all walls and story columns. However, the frost line shall be locally deeper than the depths specified above, then bottom of footings shall extend below this local frost line. Where stepping girders are involved, footing depths must be increased to allow for the depth of the girder that is crossed.
 2. The footings
 3. Lap rebar for reinforcing base shall 3" for footings & 1" for foot work.
 4. Cold rebar shall be required.
 5. All cast foundations 1000 psi concrete.
 6. All walls over 4 feet in height must have horizontal bars within 12" of wall.
 7. Horizontal reinforcing bars to run continuous between all intersecting walls.
 8. All walls over 4 feet in height shall have vertical bars at 24" c/c, & vertical #1's @ 32" c/c. Provide A325 x 3" c/c. (typ.)
 9. 1/2" Anchor bolts shall be placed minimum 2' apart, c/c. 3x5/8" x 16" plate walls.
 10. Foundation walls elevations to be coordinated with elevations on girders.
 11. Foundation walls shall be constructed with concrete. All exterior masonry walls be poured with a footing to remain below ground. Footings may be stepped where necessary to allow the footings to remain below the ground on a sloping grade that then exceeds a 1:1 slope. Footings shall be stepped down to remain below the ground surface for extended foundation walls and stepped footings.
 12. Foundation walls shall be constructed with concrete and adequate soil bearing capacity for 15000 lb/ft². Owner must verify that local soil conditions meet these requirements and must re-design footings if the soil bearing capacity drops to less than 15000 lb/ft².
 13. Foundation walls shall be constructed with concrete.
 14. Contractor to coordinate placement of all under slab plumbing prior to placement of

1. All concrete shall develop and maintain a minimum compressive strength of 3000psi within 28 days after pouring.
2. Concrete forms, shoring, and pouring methods shall conform to all current practices endorsed by the American Concrete Institution.

- ## GENERAL NOTES
- Contractor to verify all conditions and dimensions.
 - Contractor to verify that all materials and equipment of owner provided items that can be coordinated into project.
 - All work to comply with BSC, AIA, and all other local, state, and federal codes, regulations, and standards that may apply.
 - Contractor to coordinate with contractor or masonry to be pressure treated.
 - Adjacent properties and public right of way to be protected and debris shall be removed.
 - Contractor to verify all utilities, covenants, setbacks, easements, and all other restrictions and codes that apply.
 - Contractor to provide building hold-downs.
 - Contractor to schedule relocation of any utilities prior to excavation/contruction.
 - Contractor to provide suitable barrier(s) to prevent public access to excavation or other hazardous work areas.
 - Contractor to verify all the conditions and dimensions.
 - Contractor to verify location of setbacks and easements before digging.
 - Contractor to verify location of all utilities prior to excavation and grading.
 - Contractor to schedule relocation of any utilities prior to excavation/contruction.
 - Design of all grade to comply for blowout and water infiltration.
 - All floors to be sloped for storm water disposal.
 - Contractor to be responsible for RFP.
 - Provide Rubber Base in all interior spaces.
 - Contractor to be pointed plywood, new plastic.
 - All electrical to be bidder designed.
 - 100' down/sloping windows to have [2] 2x6's headers as required.

- | | |
|--------|---|
| NOISE: | |
| 1 | Floor Drain. |
| 2 | Three-thrall ventilator fed to light motion sensor |
| 3 | LED light fixture, Model 5/228 |
| 4 | LED light fixture fed to motion sensor. Owner to specify. |
| 5 | Hollow metal door w/frame such as Slatcraft SS 2 series |
| 6 | provide per ADA Standards. |
| 7 | Drinking fountain to meet ADA Standards. Owner to specify. |
| 8 | Roof overhangs. |
| 9 | provide deadbolt such as Schlage B560 w/ optional indicator, provide pad plates such as Don Jo CFX1715 (both sides) |
| 10 | provide deadbolt such as Schlage B560, provide pad plates such as Don Jo CFX1715 on outside |
| 11 | provide lock with handle such as Coltec CEC 1631M. |
| 12 | Electrical Panel |
| 13 | provide Hse IB for maintenance. |
| 14 | Exposed wiring. |
| 15 | Paper towel dispenser by owner. |

Architectural Abbreviations

AB	Anchor Bolt
Arch.	Architectural
ASF	Asph/Flt Finish Floor
Concr.	Contractor
Conc.	Concrete
Elec.	Electrical
E.T.R.	Existing to Remain
Exist.	Existing
E.W.	Each Way
FD	Floor Drain
FLP	Flt. Reinforced Plastic
Furn.	Furniture
ga.	Gauge
GRD	Grade
HB	Heavy Wall Bolt
Horiz.	Horizontal
H/H	Hot Metal
HW	Hardwood
Mech.	Mechanical
OC	On Center
OD	Outside
OSB	Oriented Strand Board
p-lam	Plastic Laminate
RD	Roof Drain
rel.	Reinforcing
reqd.	Required
SS	Stainless Steel
Struct.	Structural
T&P	Type, Texture and Paint
Typ.	Typical
Vert.	Vertical
W	with
Wt	Water Softener
WS	Welder Welder



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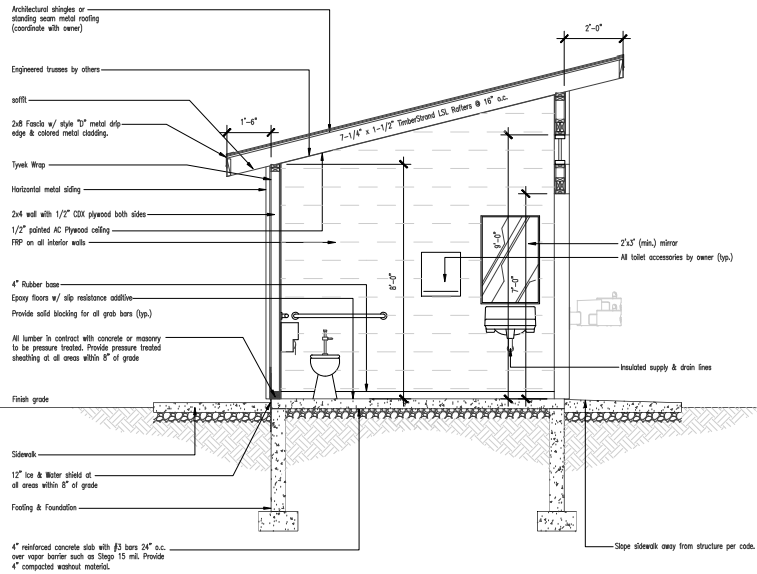
New Structure for:
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TBD
Pocahontas, ID 83201

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BOOTH
Architecture PLLC

Footing & Foundation
Floor Plan

Date	5/29/2025
Sheet No.	A1.0



BASIC SECTION
SCALE: 1/2"=1'-0"



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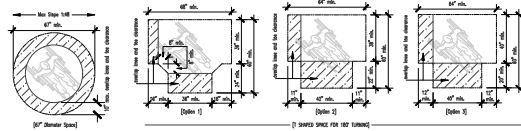
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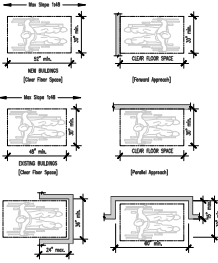
Section
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Sheet No., **A2.1**

ACCESSIBILITY STANDARDS

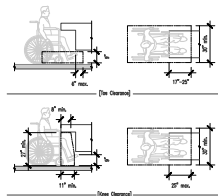
ICC A117.1-2017 Standard for Accessible and Usable Buildings and Facilities, American National Standard



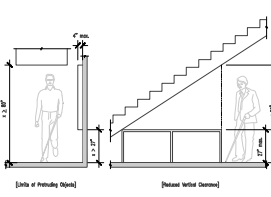
304. TURNING SPACE



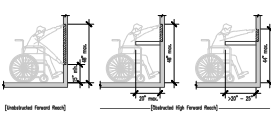
305. CLEAR FLOOR SPACE



306. KNEE & TOE CLEARANCE



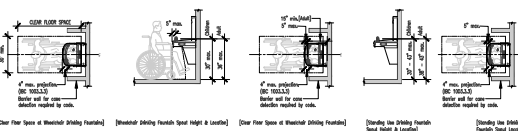
307. PROTRUDING OBJECTS



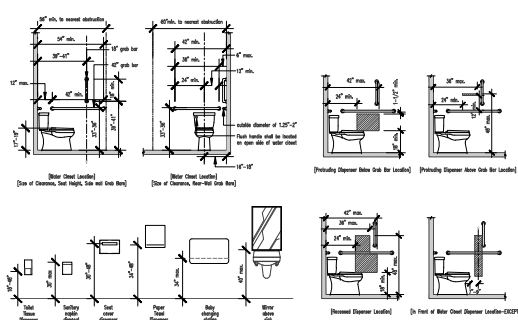
308. REAR CHAIRS

ACCESSIBILITY STANDARDS

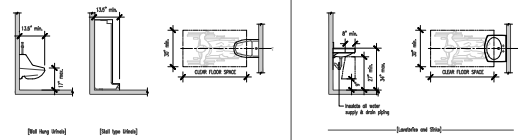
ICC A117.1-2017 Standard for Accessible and Usable Buildings and Facilities, American National Standard



309. DRINKING FOUNTAINS & BOTTLE FILLING STATIONS



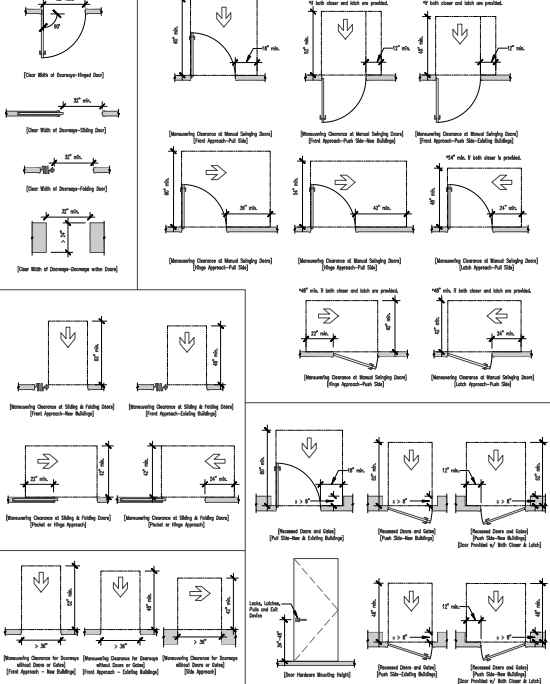
304. WATER CLOSETS & TOILET COMPARTMENTS



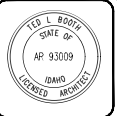
305. LAVATORIES & SINKS

ACCESSIBILITY STANDARDS

ICC A117.1-2017 Standard for Accessible and Usable Buildings and Facilities, American National Standard



404. DOORS, CROWWAYS & GATES



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ADA Standards

Date
5/29/2025
Sheet No., **A2.2**

Attachment D - Bid Bond

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Morco Construction, LLC
(Here insert full name and address or legal title of Contractor)
PO Box 4866 Pocatello, ID 83205

as Principal, hereinafter called the Principal, and SureTec Insurance Company
(Here insert full name and address or legal title of Surety)
Houston, TX

a corporation duly organized under the laws of the State of Texas
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)
City of Pocatello
911 N. 7th Ave. Pocatello, ID 83201

as Oblige, hereinafter called the Oblige, in the sum of
Five Percent Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

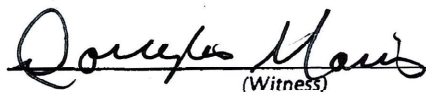
WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
Project: Optimist Park and Ross Park Bathrooms

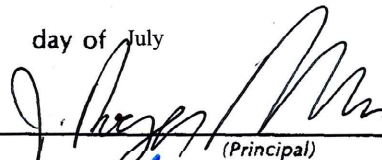
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th

day of July

19 2025

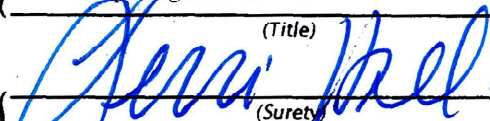

(Witness)


(Principal)

Joseph Roger Morris - Member

(Title)


(Witness)


(Surety)

Terri Hall Attorney-in-Fact

(Title)



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Terri Hall, Barbara Helterbrand, Tim Marks

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

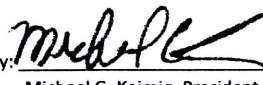
Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

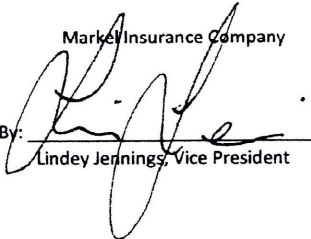
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of January, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



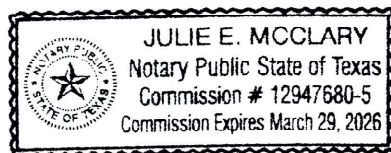
Markel Insurance Company

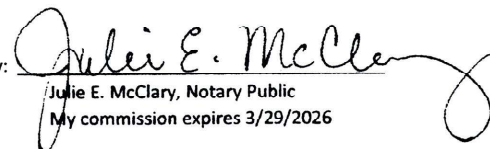
By: 
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 25th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

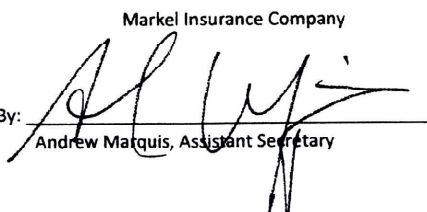
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 7th day of July, 2025

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary



Mutual Insurance Associates, Inc.

Bid Bond Request

Today's Date 7-7-2025 Bid Date 7-7-2025 Approx Base Bid \$ 258,831

Contractor's Name Morco Construction \$ 107,574

Owner/Obligee name & address ROGER Morris City of Pocatello + Alternates

4053 GARTON RD 911 N 7th AVE \$ 107,574

POCATELLO ID 83204 POCATELLO ID 83201 Approx Total Bid \$ 366,405

Exact Title of Job OPTIMIST PARK + ROSS PARK \$ 366,405

BATHROOMS Project # _____ Engineer Estimate \$ N/A

Location of Project OPTIMIST PARK + ROSS PARK \$ N/A

% Amount to be Subbed: ☒ None

Sitework _____ Mechanical _____ Bid Bond % ☒ 5 ☐ 10 ☐ 20

Electrical _____ Framing _____ Completion Time

Steel _____ Concrete _____ Nov - 20 - 2025

Masonry _____ Roofing _____ Penalties

Drywall _____ Finishes _____

Others _____

Brief Description of Project CONSTRUCT NEW

PUBLIC RESTROOMS

*Provide us with any
SPECIAL Bond Forms*

*Advise us if ORIGINAL
AIA Bond Forms are required*

Work On Hand (Bonded & not Bonded)

Name of Contract	Contract Price	% Complete	Cost to Complete	Completion Date

Attachment E - N/A

Attachment F – CDBG Supplemental General Conditions

EXHIBITS

<u>Exhibit Name</u>	<u>Page No.</u>
Bid/Contract Requirements: Insert Pages 27-51 in the Bid/Contract Documents	
Supplemental General Conditions	27
Steps to Comply with Section 3	33
Federal Labor Standards (HUD 4010)	35
(Insert Wage Decision here after Federal Labor Standards Form)	45
Project Sign Example (contact IDC Specialist)	47
Contractor's Certification Concerning Labor Standards & Prevailing Wage Requirements	49
Subcontractor's Certification Concerning Labor Standards & Steps to Comply..... With Section 3	51
Preconstruction Conference Packet: Distribute at Preconstruction Conference	
Preconstruction Conference Checklist	55
Federal Labor Poster	61
Additional Classification Request.....	65
Payroll Signature Authorization Form	67
Payroll Overview.....	69
Payroll (WH-347)	71
Instructions for Completing Payroll Form WH-347 & Sample Payrolls.....	73
No Work Performed Form	81
29 CFR 3.5 Permissible Deductions & Employee Voluntary Deduction Authorization Form	83

<u>Exhibit Name</u>	<u>Page No.</u>
Construction Compliance Requirements: For Compliance Monitoring	
Wage Rate Update Form	85
Submit completed form to IDC ten days prior to bid opening	
Contractor Eligibility Form (Debarred Check)	87
Submit to IDC for authorization to award bid.	
Weekly Payroll Review Form	89
Record of Employee Interview	91
Mail Interview Format/Employee Interview	95
Wage Restitution Certification Form	99
Labor Standards Enforcement Report (less than \$1,000)	101
Labor Standards Enforcement Report (Willful and/or \$1,000 and above).....	103
CWHSSA Liquidated Damages Report (Contracts over \$100,000)	105
Section 3 Summary Report	107

CDBG Supplemental General Conditions

These Supplemental General Conditions are to be part of an Idaho Community Development Block Grant funded construction project.

Preconstruction Conference

After the contract(s) have been awarded but before the start of construction, a conference will be held for the purpose of discussing requirements on such matters as project supervision, progress schedule and reports, payrolls, payment to contractors, contract change order, insurance, safety and other items pertinent to the project. The contractor shall arrange to have all subcontractors and supervisory personnel connected with the project on hand to meet with representatives of the engineer and owner to discuss any problems anticipated

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 requested 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.

Conflict of Interest

No member, officer, or employees of the grantee, or its designees or agents, no members of the grantee's governing body and no other public official of the grantee who exercises any functions or responsibilities with respect to this contract during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in work to be performed in connection with this contract. All contractors shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest.

Minority Business Enterprise

Affirmative steps will be taken to assure that small, minority and female businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Include any such qualified firms on solicitation lists.
2. Assure that such firms are solicited whenever they are potential sources.
3. When economically feasible, divide total requirements into small tasks or quantities so as to permit such firms maximum participation.
4. Where possible, establish delivery schedules which will encourage such participation.
5. Use the services and assistance of the Small Business Administration, Idaho Transportation Department's Disadvantage Business Enterprise Program, and other sources when appropriate. (24 CFR Part 85.36(e)(vi))

HUD Section 3

The contractor will need to comply with 24 CFR Part 75 – Economic Opportunity for Lower Income Persons. Section 3 requires that to the greatest extent feasible the contractor will make available employment opportunities to Section 3 Workers (lower income persons) and subcontracting opportunities to Section 3 Businesses located in the project area. The contractor will need to complete the Steps to Comply with Section 3 form prior to issuance of the notice to proceed and the contractor will need to complete the Section 3 Summary Report at project completion. All subcontractors will also be required to comply with the Section 3 requirements for providing job opportunities and subcontracting.

Bonding

All bids in excess of \$150,000 shall be accompanied by a guarantee equal to at least five percent (5%) of the bid amount. This guarantee may be in the form of a bond, certified check or other negotiable instrument. Bid bonds will be accompanied by power of attorney bearing the same date as the bond.

If this contract is for an amount in excess of \$150,000, the contractor shall furnish a performance bond in an amount not less than one hundred percent (100%) of the contract price as security for the faithful performance of this contract. The contractor shall also furnish a payment bond in an amount not less than one hundred percent (100%) of the contract price as security for the payment of all persons performing labor under this contract and furnishing materials in connection with this contract. Idaho Code shall govern if this contract is \$150,000 or less.

Public Works Licensing of Contractors

Prior to the award of the contract, bidders shall possess or obtain a license issued in the state of Idaho by the Idaho Public Works Contractors License Board in the class and type specified for the value and scope of work to be done in accordance with the provision of Title 54, Chapter 19, Idaho Code, as amended. Subcontractors undertaking to perform any work covered by the contract must also possess or obtain a license prior to award of the contract. Any construction project with an estimated cost of less than one hundred thousand dollars (\$100,000) is exempt from the licensing requirement.

Standard Environmental Mitigation Measures

1. The construction contractors must comply with the Rules for the Control of Air Pollution in Idaho, IDAPA 58.01.01.651, by implementing precautions to prevent particulate matter from becoming airborne.
2. If any items of suspected historical or archaeological value are uncovered during construction, the contractor will be required to stop work and contact the Idaho State Historic Preservation Office and the Idaho Department of Commerce.
3. The collection and disposal of storm and surface water runoff from the project site must comply with the Idaho Department of Environmental Quality's (DEQ) Catalog of Storm Water Best Management Practices for design of all storm water treatment and disposal systems.
4. The contractor shall comply with the provisions of the Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from Construction Activities and the Construction Storm Water Pollution Prevention Plan (SWPPP).
5. If during the construction of the project, an underground storage tank, buried drum, other container, contaminated soil, or debris not scheduled for removal under the contract are discovered, the Contractor shall immediately notify the Engineer and the Idaho Department of Commerce. No attempt shall be made to excavate, open, or remove such material without written approval.

Clean Air and Water Act

For all contracts and subcontracts exceeding \$100,000, 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 1368 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR 15, as amended.

1. Any building, facility or site listed on the EPA List of Violating Facilities as of this contract may not be used in the performance of this contract.
2. The contractor will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Sections 114 and 308 of the respective Acts, and all regulations and guidelines issued thereunder.
3. Prior to signing this contract, the contractor shall notify the grantee of any communication from EPA indicating that a facility to be used in the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities.

4. The contractor shall include or cause to be included these four (4) provisions in every subcontract in excess of \$100,000 and take such action as the government may direct as a means of enforcing such provisions.

Insurance During Construction

The contractor shall have in effect without interruption from the date of construction commencement until final payment is made and the Project is closed-out pursuant to the terms of this Contract, the following types of insurance. Further, the contractor warrants such insurance coverage shall be written on an "occurrence" basis and will be obtained with the following minimum liability limits:

1. Workers' Compensation Insurance and Employer's Liability Insurance:

(1) State:	Statutory Limits
(2) Employer's Liability:	\$100,000 per accident
	\$500,000 Disease, Policy Limit
	\$100,000 Disease, Each Employee
2. Comprehensive or Commercial General Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include premises operation, owners and contractors protective liability, products and completed operations liability, personal injury liability including employee acts, broad form property damage liability and blanket contractual liability, with no exclusion for explosion (X), collapse (C) and underground (U) hazards:
 - (1) \$1,000,000 Each Occurrence
 - (2) \$1,000,000 Personal Injury
 - (3) \$2,000,000 Products/Completed Operations to be maintained for two (2) years following final payment
 - (4) \$2,000,000 General Aggregate
3. Automobile Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include for bodily injury and property damage: \$1,000,000 Combined Single Limit

Property or Builder's Risk Insurance

If required by the owner, the contractor shall have in effect Property or Builder's Risk Insurance. The Property or Builder's Risk Insurance shall include coverage for all direct physical loss, also known as "Special Causes of Loss" in an amount equal to one-hundred percent (100%) of the estimated maximum value of the Project upon completion with the broadest form of "all risk" coverage possible.

Certification of Nonsegregated Facilities

For contracts in excess of \$10,000, the contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained.

The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, *transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. She/he further agrees that (except where she/he has obtained identical certifications from proposed subcontractors for specific time periods) she/he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal

Opportunity Clause; that she/he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods). *Parking lots, drinking fountains, recreation or entertainment areas.

Sign Requirements

The contractor shall supply, erect and maintain a project sign. The sign shall be located prominently at the project site as directed by the project owner. The sign shall be maintained in good condition and removed six (6) months after the project is completed. The sign shall be identical to the one included in this bidding document in overall appearance and proportion. It is to be on 4'x8' or 3'x6' plywood or equivalent material. The sign should be secured into the ground or on a vertical surface.

Contract Pricing

The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used. This clause overrides all references to the cost-plus method of pricing.

Data, Patent, and Copyright

The contractor shall hold and save the owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the owner, unless otherwise specifically stipulated in the contract documents.

Access to Records

The grantee, the federal grantor agency, the Comptroller General of the United States, the Idaho Department of Commerce, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. All required records must be maintained by the contractor for three (3) years after grantee makes final payments and all other pending matters are closed. (24 CFR Part 85.36(i)(10))

Architectural Barrier Act

Any building designed, constructed or altered must be made accessible to persons with disabilities. Exceptions include (1) alterations where access cannot be provided, i.e. roofs, heating systems, water and sewer systems; (2) alterations are not structurally feasible; or (3) where Uniform Federal Accessibility Standards (UFAS) or Americans With Disabilities Act (ADA) requirements cannot be met according to undue hardship criteria. (42 USC 4151 et seq., 24 CFR Part 40 (UFAS), 24 CFR Part 8)

Lead Based Paint

For all residential new construction or rehabilitation, use of lead based paint on any interior surface, whether accessible or inaccessible, and exterior surfaces readily accessible to children under seven (7) years of age is prohibited. *The surfaces of all existing structures must be inspected.* If lead based paint is found on any interior surfaces or accessible surfaces, it must be treated and repainted with two (2) coats of nonlead paint; or completely removed; or covered with a suitable material such as gypsum wallboard, plywood or plaster. (42 USC 4801 et seq., 24 CFR Part 35)

Davis-Bacon and Related Acts

See Federal Labor Standards Provisions HUD Form 4010 within the bidding document.

Copeland "Anti-Kickback" Act

See Federal Labor Standards Provisions HUD Form 4010 within the bidding document.

Contract Work Hours and Safety Standards Act, Sections 103 and 107

See Federal Labor Standards Provisions HUD Form 4010 within the bidding document.

Executive Order 11246: 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 their employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: *employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.* The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
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 considerations 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 he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 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 rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency 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 the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or part and the contractor may be declared ineligible for further government contracts or federally assisted construction 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 rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided, That* if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

9. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
10. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Idaho Certifications

1. Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Grant exceed one hundred thousand dollars (\$100,000) and Contractor employs ten or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Grant engage in, a boycott of goods or services from Israel or territories under its control.
2. Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Grant be owned or operated by the government of China.

Steps to Comply with Section 3

***This form must be completed by the awarded prime contractor and all of his/her subcontractors prior to issuing the notice to proceed.**

From: _____ **For:** _____
 Name of Contractor Name of Project

What is Section 3?

Under Section 3 of the Housing and Urban Development Act of 1968, whenever HUD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and businesses in that area. The project being awarded has Idaho Community Development Block Grant funding which is subject to HUD requirements. ***Covered prime contractors and subcontractors are required to show a good faith effort to:**

- A. Provide employment and training opportunities for **Section 3 Workers**.
- B. Provide opportunities for **Section 3 Businesses** for construction contracts.

Definition of a Section 3 Worker: A low-to-moderate income person residing in the County in which the ICDBG funds are expended. The person typically has an annual income of less than \$34,500 or resides in public or Indian housing or is a recipient of housing voucher assistance.

Definition of a Section 3 Business: A business that has a majority (51%) ownership held by Section 3 Workers or a business listed on Section 3 Registry for Idaho: www.hud.gov/Sec3Biz

Part I. Affirmative Action Plan for hiring and training Section 3 Workers:

- A. The total number of new hires I need for this project is _____.
- B. Activities planned to meet Section 3 hiring objectives (check those applicable):
 - () Recruit through local advertising and social media.
 - () Recruit by contacting the local housing authority.
 - () Utilize the recruiting services provided by the Idaho Department of Labor.
 - () Utilize the services of local apprenticeship or training programs.
- C. The total number of my current employees I intend to use on this project is _____. The number of these who would be considered Section 3 Workers is _____.

Part II. Affirmative Action Plan for contracting with Section 3 Businesses:

- A. Activities planned to recruit Section 3 Businesses:
 - () Recruit via Section 3 Business Registry – www.hud.gov/sec3biz "Search for a Business."
 - () Recruit by submitting subcontracting bidding opportunities to the Idaho Procurement Technical Assistance Center, the ITD Disadvantage Business Enterprise (DBE) program, and area TERO programs.
- B. I will award _____ contracts in connection with these project activities.
 - 1) Of any of the subcontractors to be awarded are you aware if any are section 3 businesses?
 Yes _____ No _____
 - 2) The total estimated dollar value of contracts awarded to Section 3 Businesses is \$_____.

I certify to the greatest extent possible I will hire and train Section 3 Workers and will obtain subcontracts from Section 3 Businesses.

 Signature (Prime Contractor or Subcontractor)

 Date

a

**HUD-4010
Federal Labor Standards Provisions**

**U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards**

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

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

iii. Conformance

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

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1

Form HUD-4010, (10/2023)
ref. Handbook 1344.1

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
 - C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- iv. **Fringe benefits not expressed as an hourly rate**
Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - v. **Unfunded plans**
If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
 - vi. **Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

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

ii. Priority to withheld funds

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

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

3. Records and certified payrolls

i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

ii. Certified payroll requirements

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

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

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

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

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

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

4. Apprentices and equal employment opportunity

i. Apprentices

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

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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6

Form HUD-4010, (10/2023)
ref. Handbook 1344.1

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

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

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

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

10. Certification of eligibility.

- i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

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

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

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

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

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

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
 - i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A. A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
 - D. A contractor’s assignee(s);
 - E. A contractor’s successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

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

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

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

(INSERT DAVIS BACON WAGE DECISION HERE)

City or County Name of Project

FUNDED BY:



HUD / Community Development Block Grant

Brad Little, Governor

(Insert other funding
agency or local
government)

Design Professional:

Prime Contractor:

**Prime Contractor's Certification
Concerning Federal Labor Standards (Davis Bacon)**

Local Government Name:

CDBG Number and Project
Name: _____

The undersigned prime contractor, having executed a contract with _____
(Local Government)

in the amount\$_____ for the construction of the above-identified project, certifies
that:

1. He/she will comply with the Federal Labor Standards Provisions (e.g. Davis-Bacon Act, Copeland Act, Contract Work Hours and Safety Standards Act) and Prevailing Wage Decision(s) are included in the project's contract documents.
2. All laborers and mechanics employed on the project will be paid according to the appropriate Prevailing Wage Decision #_____,
MOD#_____.
3. Corrections of any infractions of the Federal Labor Standards Provisions, including infractions by any subcontractors and any lower tier subcontractors, is this contractor's responsibility.
4. Neither this contractor, any subcontractor, nor any affiliates, have been declared ineligible to participate in federally funded construction projects.
5. Contractor agrees to obtain and forward all Subcontractors' Certification concerning Federal Labor Standards Provisions and Prevailing Wage requirements to the Local Government or Local Government's representative within ten (10) days after execution of any subcontract.

Prime Contractor

Tax ID Number

Address

City, State ZIP

DUNS Number

Prime Contractor Signature

Date

**Subcontractor's Certification
Concerning Federal Labor Standards (Davis Bacon)**

Local Government Name:

CDBG Number and Project
Name: _____

The undersigned subcontractor, having executed a contract with _____ for
(Prime Contractor)

(Nature of Work)

in the amount\$_____ for the above-identified project, certifies that:

1. He/she will comply with the Federal Labor Standards provisions (e.g. Davis-Bacon Act, Copeland Act, Contract Work Hours and Safety Standards Act) and Prevailing Wage Decision(s) as per the project's contract documents.
2. All laborers and mechanics employed on the project will be paid according to the appropriate Prevailing Wage Decision # _____, MOD# _____.
3. Corrections of any infractions of the Federal Labor Standards Provisions, including infractions by any lower tier subcontractors, is this subcontractor's responsibility.
4. Neither this subcontractor, nor any affiliates, have been declared ineligible to participate in federally funded construction projects.
5. This subcontractor agrees to forward a Subcontractor's Certification concerning Federal Labor Standards provisions and Prevailing Wage requirements to the Prime Contractor within ten (10) days after execution of any subcontract.

Subcontractor

Tax ID Number

Address

City, State ZIP

DUNS Number

Subcontractor Signature

Date

Steps to Comply with Section 3

***This form must be completed by the subcontractor.**

From: _____ **For:** _____
Name of Subcontractor Name of Project

What is Section 3?

Under Section 3 of the Housing and Urban Development Act of 1968, whenever HUD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and businesses in that area. The project being awarded has Idaho Community Development Block Grant funding which is subject to HUD requirements. ***Covered prime contractors and subcontractors are required to show a good faith effort to:**

- A. Provide employment and training opportunities for **Section 3 Workers**.
- B. Provide opportunities for **Section 3 Businesses** for supplies, services, and construction contracts.

Definition of a Section 3 Worker: A low-to-moderate income person residing in the County in which the ICDBG funds are expended. The person typically has an annual income of less than \$34,500 or resides in public or Indian housing or is a recipient of housing voucher assistance.

Definition of a Section 3 Business: A business that has a majority (51%) ownership held by Section 3 Workers or a business listed on Section 3 Registry for Idaho: www.hud.gov/Sec3Biz

Part I. Affirmative Action Plan for hiring and training Section 3 Workers:

- A. The total number of new hires I need for this project is _____.
- B. Activities planned to meet Section 3 hiring objectives (check those applicable):
- ☐ Recruit through local advertising and social media.
 - ☐ Recruit by contacting the local housing authority.
 - ☐ Utilize the recruiting services provided by the Idaho Department of Labor.
 - ☐ Utilize the services of local apprenticeship or training programs.
- C. The total number of my current employees I intend to use on this project is _____. The number of these who would be considered Section 3 Workers is _____.

Part II. Affirmative Action Plan for contracting (sub-subcontracts) with Section 3 Businesses:

- A. Activities planned to recruit Section 3 Businesses:
- () Recruit via Section 3 Business Registry – www.hud.gov/sec3biz “Search for a Business.”
- () Recruit by submitting subcontracting bidding opportunities to the Idaho Procurement Technical Assistance Center, the ITD Disadvantage Business Enterprise (DBE) program, and area TERO programs.
- B. I will award _____ contracts in connection with these project activities.
- 3) Of any of the sub-subcontractors to be awarded are you aware if any are section 3 businesses?
Yes _____ No _____
- 4) The total estimated dollar value of contracts awarded to Section 3 Businesses is \$ _____

I certify to the greatest extent possible I will hire and train Section 3 Workers and will obtain construction subcontracts from Section 3 Businesses.

Signature (Subcontractor)

Date _____

Preconstruction Conference Checklist	
1. PROJECT NAME AND NUMBER	2. LOCATION OF PROJECT (City, County)
3. BRIEF DESCRIPTION OF PROJECT	4. CHARACTER OF CONSTRUCTION ☐ Building ☐ Residential ☐ Heavy ☐ Other (specify) ☐ Highway
5. WAGE DECISION NO. (include modification number, if any)	6. CONTRACT AMOUNT: \$
7. PRIME CONTRACTOR	8. DATE & PLACE OF CONFERENCE
9. GRANT ADMINISTRATOR	10. ENGINEER/ARCHITECT
11. ATTENDEE LIST ☐ Attached	

- ☐ **Responsibilities of Consulting Engineer/Architect: (Does not “supervise” the contractor’s employees, equipment or operation.)**
 Assure owner obtains desired facility. Certifies payment estimates. Prepares any change orders. Requests any other funding as soon as allowed. General review of the work by a registered professional engineer/architect. Supervises resident inspector. Issues Statements of Substantial Completion. Provide as-built drawings. Approves shop drawings.
- ☐ **Responsibilities of Grantee/Governing Body: (Actual contracting Organization)**
 Monitors consultant, inspectors & contractor’s activities and provides funding agencies with a narrative explaining (1) any schedule slippage; (2) quantity overruns (analysis & explanation); (3) any significant problems, delays, or adverse conditions and the action taken or contemplated to resolve immediately; (4) any favorable developments. Approves change orders and payment estimates. Member of final inspection team. Works through engineer/architect.
- ☐ **Responsibilities of CDBG Grant Administrator (Must see that approval conditions are observed and represents the Grantee’s interests.)** Works to ensure the project is in compliance with CDBG rules and regulations. Rules and regulation include, but are not limited, to project eligibility, acquisition, environmental, procurement, labor standards, citizen participation, and civil rights.
- ☐ **Responsibilities of Contractor: (Review contract terms.)**
 Furnished all materials, labor, equipment necessary to construct per plans & specifications. Notifies engineer/architect of any discrepancies. Completes job on schedule.
- ☐ **Responsibilities of Any Other Agency Contributing to the Project:**
- ☐ **General Discussions of Contract:**
 A. Alternative Specifications: (Does everyone understand the alternatives applicable to the contract as awarded)?
 B. Initiating Construction: (Notice to Proceed): _____
 C. Completion Time of Contract: _____ days to substantial completion and _____ days to final completion

- D. Liquidated Damages: \$_____ per day for delay of substantial completion and \$_____ per day for delay of time between substantial completion and project completion.
- E. Request of Extension of Contract Time: Must be made with a change order in writing to consultant or owner promptly.
- F. Procedures for Making Partial Payments: Partial payment estimates prepared on the _____ day of each month. Use form (USDA-RD) RD 1924-18, or EJCDC 1910-8-E, or AIA G702 & G703, or a similar form. The form should include, at a minimum, signature blocks and certification statements for the contractor, owner, and design professional to certify completion of work to date. **Note: CDBG payments can take up to 30 days.**
- G. Guarantee on Completed Works: (Materials, Installed Equipment, Workmanship, Etc.): One year after substantial completion. Performance Bond is in effect one year after final acceptance.
- H. Other Requirements of the Contract and Specifications which Deserve Special Discussion by All Parties: See attached engineer's/architect's preconstruction conference checklist. Environmental/Cultural issues; mitigation measures.
- I. Multiple Funding Agencies: Determine schedule of draws from each agency and discuss the timeline and timeliness of availability of funds.


Contractors Schedule and Other Personnel:

Manager/Supervisor: _____ **Cell Phone:** _____
Other: _____ **Cell Phone:** _____

- A. Analyze Work Schedule in Sufficient Detail to Enable Consulting Engineer/Architect to Plan His Operations: (Considerations must be given to needs of Owner and the planned operations of other contractors.)

Contractor will provide work schedule to Engineer/Architect as soon as possible. Schedule showing monthly quantity completion for major items must be furnished before first payment estimates. Send copy to IDC.

- B. Equipment to be used by Contractor:
- C. Contractor's Plans to Delivering Materials to Project Site: (Protection and storage of Materials.) as per contract documents.


Sub-Contracts: (Review and approval of proposed Sub-Contractors and their work schedules.)

Status of Materials Furnished by Owner:

- A. Schedule for Future Deliveries:
- B. Procedures to be adopted by contractor in accounting for and storing such materials:
- C. Other: Storage Location



Change Orders: (Detailed explanation of procedure to be followed and clearance. Which must be obtained before changes are implemented). Required before additional work accomplished including quantity overruns. Estimate overruns, final cleanup change order. Use unit prices bid or

if not applicable, negotiated unit or lump sum prices. Contractor warned may not be paid for changes if not covered by fully approved change order. Call for verbal approval if holding up work. Determine form to be used.

- ☐ **Staking of Work: (Clearly Define responsibilities of Architect/Engineer and Contractor. Engineer/Architect must furnish Line and Grade.)**
Engineer/Architect to furnish baseline and bench marks per contract
- ☐ **Project Inspection:**
 - A. Functions of Consulting Architect/Engineer. Including Records and Reports: All inspection must be recorded. Copy of page entries made available to CDBG Grant Administrator or IDC Representative, if requested.
 - B. Responsibilities of Owner: Monitor, pre-final, final inspection, 11-month inspection after substantial completion.
 - C. Safety and Sanitary Regulations: OSHA and AGC's Manual.
- ☐ **Final Acceptance of Work: Final Acceptance of Work: (Include requirements for tests and cleanup of project site.)**
When everything is 100% complete.
- ☐ **Right-of-Way and Easements:**
 - A. Explain any Portion of Project Not Available to Contractor:
 - B. Contractors Responsibilities During Work Covered by Contract:
Protect adjacent property.
 - C. Coordination with Railroads, Highway Departments and Other Organizations:
- ☐ **Davis-Bacon and Related Acts (DBRA)** requires the payment of prevailing wage rates to all laborers and mechanics working on the construction site. The prevailing wages for this project are listed in the contract documents. Prevailing wages include a basic hourly rate of pay and in most cases a fringe benefit payment.

The Copeland Act makes it a crime for anyone to require any laborer or mechanic to kickback any part of their wages. Consequently, the only deductions that can be taken out of employee's paychecks are those **required by law** or those **authorized** by the employee **in writing**. **The Copeland Act also requires that every contractor pay their employees weekly and submit weekly certified payroll reports (CPRs).**

The Contract Work Hours and Safety Standards Act (CWHSSA) requires time and one-half pay for hours worked over 40 in any workweek. The time and one-half is computed on the basic hourly wage and then the fringe amount is added to it. CWHSSA violations carry a liquidated damages penalty of ten dollars per day per violation. Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.
- ☐ **Additional Classifications**
If the work classification(s) needed do not appear on the wage decision, a request for an additional classification and wage rate will be needed. The grant administrator can assist you in this process. These additional classifications and rates must be approved by the USDOL.
- ☐ **Post on Job Site**
The contractor is required to display in a **conspicuous place** the following:
The **Wage Decision** for this project.

All Additional Classifications for this project.
The Secretary of Labor's **Wage and Hour poster** (See page 57)
Equal Employment Opportunity Poster

**Payrolls**

- A. Original payrolls must be submitted **weekly** by all contractors and subcontractors.
- B. Contractors are not required to use Payroll Form WH-347; but the payroll used must contain all of the information that is required on the WH-347 and the Statement of Compliance must be the exact wording as on the reverse of WH-347.
- C. Payroll deductions must be made according to USDOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to “kick-back” any of their earnings.
- D. If fringe benefits are paid to a plan instead of in cash, the hourly contribution must be determined. Documentation of the plan and the amount paid into the plan per employee must be submitted with the first payroll.
- E. If payrolls are not numbered sequentially by the respective contractor or subcontractor, then submit a letter or the “No Work” form to the contract administrator for the period that work is not performed so that a continuous record is maintained. A form may be submitted for extended periods of inactivity on the job.
- F. General and all subs submit Signature Authorization Form stating who is designated to sign payrolls if someone other than the owner signs them (see page 59).
- G. Payrolls must be submitted to the Prime Contractor, within seven (7) days after the payroll period ends.
- H. Prime Contractor must submit payrolls to the Grant Administrator.



Contractor/Subcontractor Certifications Concerning Labor Standards (See pages 43-46).
Contractor/subcontractor certifications are to be submitted within ten (10) days of signing the contract.

Prime contractors are responsible for the payment of employees of subcontractors and lower tier subcontractors in compliance with Labor Standards Provisions.

**Split Classification**

If employees perform work in more than one classification during the workweek, the wage rates specified for each classification can be paid **only** if accurate time records are maintained showing the amount of time spent in each classification of work. If there is a dispute, the contractor will be asked to provide the employee time records. If accurate time records are not maintained, the employees must be paid the highest wage rate of all the classifications for work performed.

**Proper Designation of Trade**

The classification of each employee must be selected from the wage decision or an approved Additional Classification based on the actual type of work performed. Each worker must be paid 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 the contractor to be fully trained as a Carpenter. **The only people who can be paid less than the rate for their craft are apprentices registered with the USDOL.**

**Foremen**

Foremen or supervisors that regularly spend more than 20% of their time performing construction work are covered laborers and mechanics (workers, employees) for labor standards purposes and must be paid the designated wage for the classification in which they work.

**Relatives**

Relatives are not exempt from Davis-Bacon requirements and must be paid the prevailing wage rate for the classification of work performed.

**Apprenticeship Provisions**

Idaho **does not** have an approved (by the USDOL) apprenticeship or trainee program, so **all apprentices must be registered with the USDOL, Bureau of Apprenticeship and Training**, to be paid less than the Davis-Bacon rate for the work they perform.

1. Documentation of Apprentice registration must be submitted with the first payroll on which he appears. If the papers are not submitted, the employee must be paid the mechanic rate for the classification of work being performed. The apprentice must be registered prior to going to work on the job.
2. The Journeyman - Apprentice ratio must be observed. If more apprentices per journeyman are used than permitted, the extras must be paid at the journeyman's rate.

The Idaho Department of Labor's Apprenticeship Idaho program can help contractors register workers in an approved USDOL registered program. Apprenticeship Idaho acts as a liaison between Idaho contractors and the USDOL-Office of Apprenticeship. They will help contractors develop their Registered Apprenticeship Program (RAP), write standards, and get them registered.

Contact the Apprenticeship Idaho team at: apprenticeship@labor.idaho.gov

**Wage Interviews**

Every contractor must make their employees available for interviews at the job site with the grant administrator or other agency representative.

**Working Subcontractors**

In the event the general contractor or the subcontractor hires a self-employed proprietor (someone who has no employees so will perform all the work himself/herself), the Davis-Bacon rate must be paid.

The following procedure must be followed:

1. Report the self-employed proprietor on the certified payroll of whoever hired them.
2. "Owner-operators" of trucks who are independent contractors and working on site, must be reported on weekly payrolls. The payrolls do not need to show the hours worked or rates, only the notation Owner-operator."

**Truck Drivers**

Truck drivers employed by a construction contractor or construction subcontractor are not covered by Davis-Bacon prevailing wage requirements while engaged in transporting materials or supplies to or from **(BUT NOT DIRECTLY ON)** the site of the work. **These truck drivers must be paid Davis-Bacon rates for their time spent while employed "directly upon the site of the work."** They would also be covered while hauling between the project site and any special facilities established exclusively for the project (i.e., "dedicated facilities" under 29 CFR 5.2(1)(2)).

**Violations** can result in:

Withholding of funds, termination of the contract or contractor debarment.

**Equal Employment Opportunity**

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 their employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: *employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.* The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. For full explanation see Executive Order 11246.

**Section 3****1. What is Section 3?**

Whenever HUD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low to moderate income residents and businesses in the area. This project being awarded has Idaho Community Development Block Grant funding which is subject to HUD's Section 3 requirements. Covered prime contractors and subcontractors are required to show a good faith effort to:

Provide employment and training opportunities for **Section 3 Workers**.

Definition of a Section 3 Workers: A low to moderate income person residing in the County in which the ICDBG funds are expended. A low to moderate income person typically has an annual income of less than \$34,500 or resides in public or Indian housing or is a recipient of housing voucher assistance.

Provide opportunities for **Section 3 Businesses** for Individuals construction contracts.

Definition of a Section 3 Business: A business that has a majority (51%) ownership held by Section 3 Residents or see Section 3 Business Registry for Idaho: www.hud.gov/section3biz

2. Covered contractors must keep records documenting good faith efforts taken and results of these efforts.
3. Contractors are required to complete a Steps to Comply with Section 3 and a Section 3 Summary Report. The Section 3 Summary Report must be submitted to the Idaho Department of Commerce prior to substantial completion.

**Placement of Project Signs & Posters:**

EEO Poster in office where hiring and on-job trailer. Provide contractor with information for project sign. Location of sign.



Handling Disputes: First try informally in conference with all parties.

Contractor Signature

Date

Owner/Grantee Signature

Date

Grant Administrator

Date

Design Professional

Date

Send copy to Department of Commerce. Attach signup sheet of subcontractors and other attendees

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 (Revised April 2009)

DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 SPA (Revised April 2009)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE			HUD FORM 4230A OMB Approval Number 2501-0011 (Exp. 8/31/2022)				
1. FROM (name and address of requesting agency) Idaho Department of Commerce Community Development Division P.O. Box 83720 Boise, ID 83720-0093		2. PROJECT NAME AND NUMBER					
4. BRIEF DESCRIPTION OF PROJECT		3. LOCATION OF PROJECT (City, County and State)					
5. CHARACTER OF CONSTRUCTION ☐ Building ☐ Residential ☐ Heavy ☐ Other (specify) ☐ Highway		6. WAGE DECISION NO. (include modification number, if any) DATE of WAGE DECISION:					
7. WAGE DECISION EFFECTIVE DATE (LOCK-IN):		☐ COPY ATTACHED					
8. WORK CLASSIFICATION(S)		HOURLY WAGE RATES <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: center; border-bottom: 1px solid black;">BASIC WAGE</th> <th style="width: 50%; text-align: center; border-bottom: 1px solid black;">FRINGE BENEFIT(S) (if any)</th> </tr> <tr> <td style="height: 150px;"></td> <td style="height: 150px;"></td> </tr> </table>		BASIC WAGE	FRINGE BENEFIT(S) (if any)		
BASIC WAGE	FRINGE BENEFIT(S) (if any)						
9. PRIME CONTRACTOR (name, address)		9a. ☐ Agree ☐ Disagree					
9b. SIGNATURE DATE		10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)					
Check All That Apply: ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. ☐ The proposed classification is utilized in the area by the construction industry. ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). ☐ Supporting documentation attached, including applicable wage decision.							
Check One: ☐ Approved, meets all criteria. DOL confirmation requested. ☐ One or more classifications fail to meet all criteria. DOL decision requested.							
_____ Agency Representative <i>(Typed name and signature)</i>		_____ <i>Date</i> _____ <i>Phone Number</i>					
		FOR HUD USE ONLY LR2000: Log in: Log out:					

HUD-4230A (8-19) PREVIOUS EDITION IS OBSOLETE

SUBJECT TO APPROVAL BY THE U.S. DEPARTMENT OF LABOR

Instructions for filling out the Additional Classification and Wage Rate Form 4230A

Submit a written, signed request to Commerce naming the work classifications and the wage rates, including any fringe benefits that are proposed.

Grant Administrator: Complete items 2 through 10 and all “check all that apply” fields. Submit a copy of this form to Commerce with a complete copy of the applicable Davis-Bacon wage decision.

1. Enter the name and address of the submitting the report and to which the DOL reply should be sent.
2. Enter the name and number of the project or contract involved.
3. Enter the location of the project involved: city, county and state.
4. Describe the construction involved, e.g., new construction or rehabilitation, number and type of buildings, number of stories, number of units (as applicable). For example, new construction: 3-4 story buildings; 120 units.
5. Enter the character of construction as defined by DOL for Davis-Bacon prevailing wage rate purposes.
6. Enter the number of the Davis-Bacon wage decision applicable to the construction work. Include the number of wage decision modifications (if any) applicable to the work.
7. Enter the effective date of the wage decision for the project. (See DOL regulations at 29 CFR 1.6.)
8. Enter the work classifications and corresponding hourly basic wage rates and fringe benefit rates (if any) requested.
9. Self-explanatory.
10. If the requesting employer is not the prime contractor, enter the name and address of the subcontractor/employer making the request.

Remainder of the form:

Evaluate the employer’s request against the criteria for approval (see DOL Regulations, 29 CFR Part 5, and related contract labor standards provisions). The criteria are reflected in the “Check All That Apply” section to ensure that each factor is considered and met. Check the box next to each criterion that is met; do not check the box next to any criterion that is not met.

Submit the completed form to Commerce with a copy of the applicable Davis-Bacon wage decision.

Commerce: If the request meets all criteria, Commerce will check the appropriate box, sign and date the form, enter agency contact information and submit a copy of the completed form to the DOL for approval.

**Payroll Signature Authorization Form
Certificate from Contractor Appointing Officer
or Employee to Supervise Payment of Employees
(HUD -5282)**

Grant Recipient _____ CDBG No. _____

Project Name _____ Date _____

Location _____

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for _____ (Specify "General Construction," i.e., plumbing, electrical, etc.) in connection with construction of the above mentioned CDBG¹ Project, and (I) (we) have appointed _____, whose signature appears below, to supervise the payment of (my) (our) employees beginning (Date: mm/dd/yyyy) _____; That he/she is in a position to have knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute that he is to execute with (my) (our) full authority and approval until such times as (I) (we) submit to the (Grant Recipient) _____ a new certificate appointing some other person for the purposes hereinabove stated.

(Identifying Signature of Appointee)

(Name of Firm or Corporation)

(Signature) By: _____
(Signature)

(Title) _____
(Title)

(Date) _____
(Date)

NOTE: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statute.

¹Idaho Community Development Block Grant Program

Payroll Overview

Project Name: _____

Contractor/Subcontractor: _____

Wage Decision No. and Modification(s): _____

Name of Payroll Clerk _____

Contact Information for Payroll Clerk _____

List below the job classification, basic hourly rate, and fringe benefit rate for each job classification of employees you will utilize during the entire project. You must use the job classification from the approved wage decision listed above. If the approved wage decision does not include a job classification needed for the project, an additional job classification must be obtained. Contact the Grant Administrator for assistance.

JOB CLASS	BASIC HOURLY RATE*	FRINGE BENEFIT RATE	OVERTIME RATE
“Power Equipment Operator – Bulldozer”			

*The basic hourly rate includes the zone rate where applicable

Check the applicable box:

1. ☐ All Fringe benefits are paid in cash for all employees.
2. ☐ All Fringe benefits are paid to a plan for all employees
3. ☐ Fringe benefits are paid part in cash and part to a plan for all employees

If Fringe benefits are paid in whole or part to a plan, attach a copy of the:

- Letter from U.S. Department of Labor declaring plan acceptable (if available) **or**;
- Letter from the Idaho Department of Commerce – CDBG Program declaring plan acceptable (if available), include documentation of payment within last quarter and documentation of renewal of plan if plan expired since date of letter **or**;
- Plan(s) and documentation(s) of payment for all funded plans, including but not limited to the Health Insurance Plan, Retirement Plan, Liability Insurance, and Disability Insurance.

PAYROLL

OMB No. 1235-0008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐											ADDRESS										
PAYROLL NO.				FOR WEEK ENDING							PROJECT AND LOCATION					PROJECT OR CONTRACT NO.					
(1) NAME, AND EMPLOYEE NUMBER	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
															FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
				HOURS WORKED EACH DAY																	
			O										/								
			S																		
			O										/								
			S																		
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			O										/								
			S																		

August 2021

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 _____, 20_____, and ending the _____ day of _____, 20_____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said_____ from the full
(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 CFR 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 WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Instructions for Payroll Form WH-347 For CDBG Funded Projects

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

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

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

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

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

Address: Fill in your firm’s address.

Payroll No.: Beginning with the number “1”, list the payroll number for the submission

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory

Project or Contract No.: Self-explanatory

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

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

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

accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

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

Column 5 - Total: Self-explanatory.

Column 6 - Rate of Pay: In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "12.50/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours and Safety Standards Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

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

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

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

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

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

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

Item 4 FRINGE BENEFITS – Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate

paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

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

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

HOW TO COMPLETE PAYROLL FORMS (Front Section)

For Subcontractors only:

Enter IRS number on first payroll.

Check correct box.

U.S. DEPARTMENT OF LABOR
Wage and Hour Division

PAYROLL

OMB No.: 1235-0008
Expires 04/30/2018

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐ ABC Construction		ADDRESS 1234 Main Street, Nampa, Idaho	
PAYROLL NO. 12 Final	FOR WEEK ENDING July 9, 2018	PROJECT AND LOCATION City of Reubens	PROJECT OR CONTRACT NO. CDBG-18-II-20-PF

Payrolls must be numbers sequentially.
Write the work "Final" after the number
on your last payroll.

Enter days of week work was performed.

RATE OF PAY (Column 6) ▼▼▼

- **Straight Time:** Include fringe amount ONLY IF YOU PAY ALL OR PART IN CASH. (See back of payroll if you pay fringe amount to plan, fund or program.)
- **Overtime:** is calculated at (1 ½ x base) + fringe. Include fringe amount in this column ONLY IF YOU PAY ALL OR PART IN CASH. (See back of payroll if fringe amount paid to plan, etc.) ▼▼

Specify

- Type of deduction
- Total deduction withheld

(1) NAME AND IDENTIFICATION NUMBER OF EMPLOYEE	NO. OF WITHOLDING 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		
				S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX	State Tax	Medi- cal	OTHER		TOTAL DEDUCTIONS	
				10	11	12	13	14	15	16											
				HOURS WORKED EACH DAY																	
Carson Wentz #1256	1	Electrician	O						10	10	15.00	555.00	42.00	36.24	4.50	2.60	1.31	86.67	464.33		
			S		10	10	10	10			40	10.00									

Identification # required:

- The first time the workers name appears on the payroll.

Fill in the classification
EXACTLY as it appears on
the determination.

If classification is for a power
equipment operator, indicate
type, size, horsepower

OVERTIME

- Hours on this project contracted exceeding 40 per week.

STRAIGHT TIME

- Hours worked on this contract up to 40/wk

Enter gross, each deduction and net.
Check your figures. Subtract the total
amounts withheld from the total
gross. The result should equal the
total in Column 9.

Section must be fully completed.

List "Other" deductions subtracted from wages

Write in names of trades benefits

List exceptions to (a) or (b) by Craft or employees affected. See Payroll Instructions, "Use of Section 4(c) Exceptions," for additional information.

Must be signed by owner or employee authorized by owner to sign.

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 _____, 20____, and ending the 16 day of _____, 20____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the full _____ (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 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 52 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. 276c), and described below:

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

(3) That any apprentices employed in the above period are 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 231 OF TITLE 31 OF THE UNITED STATES CODE.

~~Include type of benefit payment:~~

- (a) Required fringe amount paid to approved plans, funds or programs (be sure to include payment for overtime worked). Include with first payroll a copy of the plan, fund or program and documentation that the required amounts were paid into plan, etc.



OR

- (b) Required fringe amount paid in cash (above right)

NOTE: If fringe amount is paid in part to approved plan, fund or program and part in cash, see Payroll Instructions, "Use of (4)(c) Exceptions.

HOW TO REPORT:* **Apprentice Wages*** **Overtime involving contract work hours and safety standards act when employee works on multiple federal projects.****U.S. DEPARTMENT OF LABOR****PAYROLL**

Wage and Hour Division

Expires 04/30/2018

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐												ADDRESS									
ABC Construction												1234 Main Street, Nampa, Idaho									
PAYROLL NO. 11				FOR WEEK ENDING July 9, 2018								PROJECT AND LOCATION City of Reubens						PROJECT OR CONTRACT NO. ICDBG-18-II-20-PF			
(1) NAME AND IDENTIFICATION NUMBER OF EMPLOYEE	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	
				S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX	Health	IRA	OTHER (Union Dues)	TOTAL DEDUCTIONS		
				3	4	5	6	7	8	9											
Allen Robinson	1	Apprentice Carpenter 1 st 6 mo. 40%	O											107.04	7.69	12.60	2.62	1.31	1.26	25.47	117.32
			S		4			8	8		20	5.35									
			O																		
			S																		
Mitchell Trubisky	2	Carpenter	O						8	8		20.07	160.56	34.00	75.00	9.00	6.47	4.20	125.61	342.23	
			S								13.38										
			O																		
			S																		

Allen Robinson

- Shows apprentice classification
- Shows step percentage
- Attach copy of registration in approved DOL program with first payroll.

Mitchell Trubisky

- Although Staunton only worked 8 hours on this contract, he is entitled to 8 hours overtime. That is because Staunton worked 40 hours on other federally funded project this week.

HOW TO REPORT: * Times and wages if employee works more than one classification during the week.
 * When an employee moves.

U.S. DEPARTMENT OF LABOR
 Wage and Hour Division

PAYROLL

OMB No.: 1235-0008
 Expires 04/30/2018

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐										ADDRESS										
ABC Construction										1234 Main Street, Nampa, Idaho										
PAYROLL NO. 11				FOR WEEK ENDING July 9, 2018						PROJECT AND LOCATION City of Reubens					PROJECT OR CONTRACT NO. ICDBG-18-II-20-PF					
(1) NAME AND IDENTIFICATION NUMBER OF EMPLOYEE	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
				S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX	Health	IRA	OTHER (Union Dues)	TOTAL DEDUCTIONS	
				3	4	5	6	7	8	9										
Matthew Stafford	1	Carpenter	O										242.56	24.43	74.80	8.35	4.18	5.25	117.01	300.59
			S		8	8	4		3		23	8.92								
Matthew Stafford	1	General Laborer	O						1		1	10.20								
			S				4				4	6.80								
Jamaal Charles	2	Carpenter	O										356.80	20.87	54.50	7.14	3.57	3.20	89.28	267.52
			S		8	8	8	8	8		40	8.92								

Matthew Stafford

- Since Stafford worked at more than one classification during the week:
- Use 2 lines, one for each classification
- Gross amount earned can be totaled and entered on one line

HOW TO REPORT: * **Working Subcontractor**
 * **Owner Working with Employees.**

U.S. DEPARTMENT OF LABOR
 Wage and Hour Division

PAYROLL

OMB No.: 1235-0008
 Expires 04/30/2018

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐										ADDRESS											
ABC Construction										1234 Main Street, May, Idaho 83415											
PAYROLL NO. 1 - Initial					FOR WEEK ENDING July 9, 2018					PROJECT AND LOCATION City of Reubens					PROJECT OR CONTRACT NO. ICDBG-18-II-20-PF						
(1) NAME, AND IDENTIFICATION NUMBER OF EMPLOYEE	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	
				S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX	Health	IRA	OTHER (Union Dues)	TOTAL DEDUCTIONS		
				3	4	5	6	7	8	9											
Walter Payton #4567	2	Carpenter	O											940.00	82.00	75.00	60.			217.00	723.00
			S		8	8	8	8	8		40	23.50									
Travis Kelce #9876	1	Carpenter	O											940.00	82.00	75.00	60.			217.00	723.00
			S		8	8	8	8	8		40	23.50									
Patrick Mahomes II #3456	2	Painter	O												Self Employed Public Works License #05461						
			S																		

- Working Subcontractor
 - Report on payroll of whomever hires him or her

Cam Newton #7890	1	Carpenter	O												Owner						
			S		8	8	8	8	8		40										
Wes Welker #4567	2	Carpenter	O											940.00	82.00	75.00	60.			217.00	723.00
			S		8	8	8	8	8		40	23.50									
Russell Wilson #1065	1	Carpenter	O											940.00	82.00	75.00	60.			217.00	723.00
			S		8	8	8	8	8		40	23.50									

NO WORK PERFORMED

I hereby certify that no work was performed by the undersigned contractor and/or employees on the construction of:

Project No.: _____

Project Name: _____

During the period dating from _____ 20____

through _____ 20 ____.

By: _____

Title: _____

Date: _____

Contractor: _____

Comments:

Employee Voluntary Deduction Authorization Form

Date: _____

Project Name: _____

CDBG Project Number: _____

I have chosen to enroll in the payroll deduction programs made available on a voluntary basis. I hereby authorize _____, my employer, to withhold from my compensation for the programs checked below for the corresponding, one time only deduction program or a continuous deduction program. The consent to participate in these programs is not a condition either for the obtaining of or for the continuation of employment.

**One time
Only****Continuous**

☐	☐	Reconciliation of a wage advance – 29 CFR 3.5 § b
☐	☐	Health Insurance plan – 29 CFR 3.5 § d
☐	☐	Retirement Plan (IRA, 401K, or other pension plan) – 29 CFR 3.5 § d
☐	☐	Liability Insurance – 29 CFR 3.5 § d
☐	☐	Disability Insurance – 29 CFR 3.5 § d
☐	☐	Vacation Plan (funded program) – 29 CFR 3.5 § d
☐	☐	Loan Repayment to Credit Unions– 29 CFR 3.5 § f
☐	☐	Union Dues – 29 CFR 3.5 § i
☐	☐	Tool withholding, which is a direct benefit to me – 29 CFR 3.5 § j & k
☐	☐	Other: _____
☐	☐	Other: _____

(Type of Print Name of Employee)_____
(Signature of Employee)**Information to be provided by the employer in absence of signed form:**

Attach, if not already provided to the Grant Administrator:

- A copy of the benefits plan for employees **and**;
- Letter from U.S. Department of Labor declaring plan acceptable **or**;
- Letter from the Idaho Department of Commerce declaring the plan acceptable and documentation of most recent renewal of plan if plan expired since date of letter **or**;
- Plan(s) and documentation(s) of payment for all funded plans, including but not limited to the Health Insurance Plan, Retirement Plan, Liability Insurance, and Disability Insurance.

WAGE DETERMINATION UPDATE FORM

Project: _____
 CDBG- _____

IDC Project Manager: _____

Date/Time: _____

Bid Opening Scheduled For (Date/Time): _____

Projected Contract Award Date: _____
Is Contract Award Date within 90 days of Bid Opening? (If No, a new Wage Rate Update will be required prior to Award)

Wage Decision Used in Bid Document:

Highway ID _____ Modification # _____ Publication Date: _____

Heavy ID _____ Modification # _____ Publication Date: _____

Building ID _____ Modification # _____ Publication Date: _____

Residential ID _____ Modification # _____ Publication Date: _____

Are these rates still current? ☐ **Yes** ☐ **No**

If no, the new Wage Decision that will apply to the project:

Highway ID _____ Modification # _____ Publication Date: _____

Heavy ID _____ Modification # _____ Publication Date: _____

Building ID _____ Modification # _____ Publication Date: _____

Residential ID _____ Modification # _____ Publication Date: _____

Comments: _____

Signed: _____
 Certified Grant Administrator

**CONTRACTOR ELIGIBILITY FORM
(Debarred Check)**

Project: _____
CDBG- _____

IDC Project Manager: _____

Project Description: _____

Bid Opening Date/Time: _____

Projected Contract Award Date: _____

(If Contract Award date is more than 90 days after Bid Opening date, a new Wage Rate Update will be required prior to Award)

Wage Rates to be Used in Contract:

Highway ID _____ Modification # _____ Publication Date: _____

Heavy ID _____ Modification # _____ Publication Date: _____

Building ID _____ Modification # _____ Publication Date: _____

Residential ID _____ Modification # _____ Publication Date: _____

Name of Company _____

DUNS Number: _____

Company Address: _____

President/CEO: _____

Bid Amount: _____

Date of Clearance: _____

Signed: _____

Specialist

Idaho Department of Commerce

Contractor/Subcontractor Weekly Payroll Review Form**Contractor/Subcontractor Name:** _____ **Project/Grant No.** _____**Date Reviewed/Reviewed by:** _____

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. Did the Contractor attend the pre-construction conference?	_____	_____	_____
2. Did the Contractor complete the Contractor/ Subcontractor Certification concerning Labor Standards and Wage Requirements?	_____	_____	_____
3. Did the Contractor execute the Payroll Authorization Form?	_____	_____	_____
4. Did the Contractor request for an additional classification? If yes: Has the classification been approved by the US DOL?	_____ _____	_____ _____	_____ _____
5. Is the Contractor submitting its payrolls on a weekly basis?	_____	_____	_____
6. Is the Contractor utilizing the proper payroll form (WH-347) or electronic version of the form?	_____	_____	_____
7. Has the following information been provided on the payroll?	_____	_____	_____
a. Name and address of Contractor?	_____	_____	_____
b. Payroll Number and Week Ending?	_____	_____	_____
c. Project and Location	_____	_____	_____
d. Employee(s) Name and Identification Number?	_____	_____	_____
e. Work Classification	_____	_____	_____
f. Hours Worked Each Day?	_____	_____	_____
g. Total Hours?	_____	_____	_____
h. Rate of pay?	_____	_____	_____
i. Gross amount earned?	_____	_____	_____
j. Deductions and net wage?	_____	_____	_____
Is the Contractor paying overtime if employee worked over 40 hours in the week?	_____	_____	_____
Are the overtime hours correctly computed (1.5 times base plus fringe)?	_____	_____	_____
8. Has the Contractor's authorized payroll agent completed the "Statement of Compliance"?	_____	_____	_____
9. Is the "Statement of Compliance" signed by the authorized agent?	_____	_____	_____
10. Is the agent the same individual as identified on the Payroll Authorization Form?	_____	_____	_____
11. Are fringe benefits paid to an approved plan or fund?	_____	_____	_____
If yes:	_____	_____	_____
Do you have documentation that the plan is acceptable?	_____	_____	_____
Do you have a copy of the plan on file?	_____	_____	_____
12. Are fringe benefits paid in cash?	_____	_____	_____

		<u>Yes</u>	<u>No</u>	<u>N/A</u>
13.	Is the fringe paid to the plan less than the amount required to be paid in the wage decision?	_____	_____	_____
	If yes, is the difference paid in cash?	_____	_____	_____
14.	Is the Contractor utilizing apprentices? If yes:	_____	_____	_____
	Is the apprentice enrolled in an IDOL approved program?	_____	_____	_____
15.	Is the Contractor utilizing a foreman? If yes:	_____	_____	_____
	Is it a project foreman (does not appear on payrolls)?	_____	_____	_____
	Is it a working foreman (does appear on payrolls)?	_____	_____	_____
16.	Is the Contractor paying in piece work? If yes:	_____	_____	_____
	Are the employees being properly paid?	_____	_____	_____
17.	Is the Contractor using a self-employed Subcontractor? If yes:	_____	_____	_____
	Is the Subcontractor identified on the Contractor's payroll?	_____	_____	_____
18.	Other considerations:			
	Is there a proper ratio of laborers to mechanics?	_____	_____	_____
	Are employees working too few or irregular hours?	_____	_____	_____
	Is there a discrepancy in wage computation?	_____	_____	_____
	Are there extraordinary deductions?	_____	_____	_____
19.	Employee interviews been conducted? Number conducted on-site? _____ by mail? _____			
20.	Were a representative number of Subcontractors interviewed? _____.			
21.	Have you compared interviews against the payrolls and remarked under Payroll Examination of the Record of Employee Interview? _____.			
22.	Were there any wage restitutions required by any Contractors? If yes, refer to Section Seven of this Chapter. _____.			
23.	Did any Contractor fail to pay their employees proper overtime wage rate? If yes, refer to Section Seven of this Chapter. _____.			

Record of Employee Interview

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes ☐ No ☐		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits? Vacation Yes ☐ No ☐ Medical Yes ☐ No ☐ Pension Yes ☐ No ☐	4c. Pay stub? Yes ☐ No ☐
5. Your job classification(s) (list all) --- continue on a separate sheet if necessary					
6. Your duties					
7. Tools or equipment used					
8. Are you an apprentice or trainee? Y ☐ N ☐		10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week? Y ☐ N ☐		9. Are you paid for all hours worked? Y ☐ N ☐	
12a. Employee Signature		12b. Date			
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks					
15a. Interviewer name (please print)		15b. Signature of Interviewer		15c. Date of interview	

Payroll Examination

16. Remarks	
17a. Signature of Payroll Examiner	17b. Date

Instructions for completing Record of Employee Interview form HUD-11:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Relations staff and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews must be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Items 1a-1c: Self-explanatory

Items 2a-2d: Enter the employee's full name, a telephone number where the employee can be reached and the employee's address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a-4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5-7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g. carpenter, electrician, plumber)- response such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8-12b: Self-explanatory

Items 13-15c: These items represent some of the most important that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in the trade(s) that are available.

Items 16-17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Historial de Entrevista del Empleado

Se estima que la tarea de recolección de esta información pública es de aproximadamente 15 minutos por respuesta, incluso el tiempo para examinar instrucciones, buscar fuentes de datos existentes, recopilar y mantener datos necesarios, y completar y examinar la recopilación de la información. Esta agencia no puede recopilar esta información y no se requiere que usted llene este formulario, a menos que éste exhiba un número de control válido de la Oficina de Administración y Presupuesto (OMB, por sus siglas en inglés). La información que se recopila tiene la finalidad de garantizar la conformidad a las normas laborales Federales mediante entrevistas con obreros de construcción. La información recopilada asistirá a HUD a conducir el monitoreo de conformidad; la información se usará para examinar la veracidad de los informes de nómina certificados presentados por el patrón. **Información confidencial.** La información recopilada en este formulario es considerada confidencial y está protegida por la Ley de Privacidad. La Ley de Privacidad requiere que estos archivos se mantengan con salvaguardas administrativas, técnicas, y físicos apropiados para garantizar su seguridad y confidencialidad. Además, estos archivos deberán ser protegidos contra cualquier amenaza anticipada o riesgos a su seguridad o integridad, que podría causar daño sustancial, vergüenza, inconveniencias, o injusticias a cualquier individuo de quien se mantiene la información. **La información recopilada aquí es voluntaria y cualquier información proporcionada será mantenida como confidencial.**

1a. Nombre del proyecto			2a. Nombre del empleado			
1b. Número del proyecto			2b. Número de teléfono del empleado (incluso prefijo local)			
1c. Contratista o subcontratista (Patrón)			2c. Dirección residencial del empleado y código postal			
			2d. ¿Verificación de identificación? Sí ☐ No ☐			
3a. ¿Cuánto tiempo en este trabajo?	3b. ¿Último día en este trabajo antes de hoy?	3c. ¿No. de horas en su ultimo día en este trabajo?	4a. ¿Salario por hora?	4b. ¿Beneficios complementarios? Vacaciones ☐ Sí ☐ No ☐ Médicos ☐ Sí ☐ No ☐ Pensión ☐ Sí ☐ No ☐	4c. ¿Talonario de paga? Sí ☐ No ☐	
5. Clasificación(es) de su trabajo(s) (enumere todas) --- continúe en una página separada si es necesario						
6. Sus deberes						
7. Herramientas o equipo usado						
8. ¿Es aprendiz?		S ☐ N ☐	10. ¿Le pagan al menos tiempo y medio por todas las horas trabajadas superior a 40 horas semanales?		S ☐ N ☐	
9. ¿Le pagan todas las horas trabajadas?		S ☐ N ☐	11. ¿Alguna vez ha sido amenazado o coaccionado a entregar parte de su paga?		S ☐ N ☐	
12a. Firma del empleado			12b. Fecha			
13. Deberes observados por el entrevistador (Por favor sea específico.)						
14. Comentarios						
15a. Nombre del entrevistador (use letra de imprenta)		15b. Firma del entrevistador			15c. Fecha de la entrevista	

Examinación de Nómina

16. Comentarios

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Items 5-7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g. carpenter, electrician, plumber)- response such as "journeyman" or "mechanic" are not helpful for our purposes.

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Items 16-17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Mail Interview Format

Date

Mr. _____
Street Address
City, State, Zip

RE: Name of Grant Project
Grant Project Number

Dear Mr. _____:

It is requested that you complete the enclosed form pertaining to your employment with _____, Inc. on the subject project. This project is being constructed under a program of the U.S. Department of Housing and Urban Development (HUD), and a minimum hourly wage rate has been established by the U.S. Secretary of Labor that is in effect during the construction of the project.

You were reported on the payroll submitted by your employer for the week ending September 15, 2020 as having worked as a roofer at the rate of \$_____ per hour.

The interview form and a self-addressed envelope are enclosed. Please be sure that your answers are accurate and complete, and that you report the hours worked on this project separately from hours worked on any other project during this period of time. Your answers will not be revealed to your employer without your written consent.

Your cooperation in completing the enclosed form and returning it to this office by _____, 2020 will be greatly appreciated. If you should need assistance or have any questions, please do not hesitate to contact me at (208) 999-9999.

Sincerely,

Mary Smith
Grant Administrator

Format for Mailed Employee Interview

Date: _____

Name: _____

Home Address: _____

City, State, Zip _____

Location of Project: _____

Employer: _____ Foreman/Supervisor: _____

Your job title: _____

Description of work you performed: _____

Your rate of pay: _____/hr. Average hours worked per week: _____

How was your wage determined? (hourly wage, salary, piece work, etc.) _____

When did you work on this project - **from** _____ **to:** _____

Did you receive fringe benefits? If yes, which fringe benefits (vacation, medical, pension, other, etc.) _____

List tools or equipment you used _____

Did you work more than 40 hours per week? _____

Were you paid 1 ½ times for your regular rate of pay for overtime? _____

Did you keep a record of hours worked? _____

Are you presently working for this employer? _____

Additional information: _____

How may we contact you? (cell #, email,)? _____

Signature: _____

Español

Fecha

Sr. _____

Dirección

Ciudad, Estado, código postal

RE: Nombre del Proyecto

Número del Proyecto

Estimado Sr. _____

Se solicita que complete el formulario adjunto correspondiente con su empleo en _____, Inc. en el proyecto citado anteriormente. La construcción de este proyecto forma parte de un programa con el Departamento de Vivienda y Desarrollo Urbano de E.U (HUD, por sus siglas en inglés), y se ha establecido un salario mínimo por el Departamento de Labor de E.U que está en efecto durante la construcción de dicho proyecto.

Las horas trabajadas por usted han sido reportadas en la nómina de sueldos de su empleador durante la semana de _____, 2020 como fontanero, a la tarifa de pago de _____ por hora.

El formulario con las preguntas y un sobre están adjuntos. Por favor, preste atención a que sus respuestas sean precisas y solo reporte las horas que ha trabajado en este proyecto separadas de horas trabajadas en otros proyectos durante este periodo.

Le agradecemos por su cooperación en cumplir y devolver la forma adjunta a esta oficina el _____, 2020. Si necesita alguna asistencia o tiene preguntas, no dude en llamarme al 208.999.9999

Sinceramente,

Mary Smith

Fecha: _____

Nombre: _____

Dirección: _____

Ciudad, Estado, Código Postal _____

Ubicación del proyecto: _____

Empleador: _____ Supervisor: _____

Título profesional: _____

Descripción del trabajo realizado: _____

Tasa de pago: _____/hora. Promedio de horas trabajadas cada semana: _____

¿Como se determinó su salario? (salario por hora, salario, por proyecto, etc.) _____

¿Cuándo trabajó en este proyecto? - **de** _____ **hasta:** _____

¿Recibió beneficios adicionales? ¿Cuales? (vacaciones, medico, pensión, otros, etc.) _____

Lista de herramientas usadas _____

¿Trabajó más de 40 horas a la semana? _____

¿Le pagaron 1 ½ veces por su tasa de pago por horas extras? _____

¿Mantuvo un registro de las horas trabajadas? _____

¿Sigue trabajando para este empleador? _____

Información adicional: _____

¿Como podemos contactar con Ud. (celular, correo electrónico)? _____

Firma: _____

Wage Restitution Certification Form

CDBG Project Name: _____

CDBG Project Number: _____

Name of Contractor: _____

I, _____, certify that I received \$ _____
(Employee Name) (Dollar Amount)

for wage restitution on the project listed above.

Employee Signature

Date

**Labor Standards Enforcement Report
(Less than \$1,000)**

_____, 20____

Division of Community Development
Idaho Department of Commerce
700 W. State St.
P. O. Box 83720
Boise, ID 83720-0093

IDC Project Manager: _____
Project Name: _____
Project Number: _____
Prime Contractor: _____

This is a wage restitution report on the cited project. (See attached Schedule(s) of Wages Found Due.)

Straight-time wage restitution of: \$_____ has been paid to _____ employees.
Overtime wage restitution of: \$_____ has been paid to _____ employees.
Total wage restitution of: \$_____ has been paid to _____ employees.

_____ employees of the General Contractor were underpaid.

_____ employees of _____ were underpaid.

(Subcontractor Name)

The wage underpayments were discovered through (i.e. routine payroll review, on-site investigations, employee complaint, etc.):

Were CWHSSA liquidated damages applicable? ☐ Yes ☐ No
(If yes, attach CWHSSA Liquidated Damages Report form.)

Check one:

The violation appeared to be: ☐ Willful ☐ Non-willful Explain: _____

Grant Administrator

Signature of Chief Elected Official

**Labor Standards Enforcement Report
(\$1,000 and above)**

DATE:
TO:
FROM:

A. Coverage

Project Name: _____

Project Number: _____

Location: _____
(City, County, and State)

Wage Decision: _____

Prime Contractor: _____
(Name, City and State)

Subcontractor: _____
(Name, City and State)

II. Violations

This is a wage restitution report on the cited project. (See attached Schedule(s) of Wages Found Due.)

Straight-time wage restitution of: \$ _____ has been paid to _____ employees.

Overtime wage restitution of: \$ _____ has been paid to _____ employees.

Total wage restitution of: \$ _____ has been paid to _____ employees.

Were any of the actions willful? ☐ Yes ☐ No
(If yes, see attached detailed report.)

Were CWHSSA liquidated damages computed? ☐ Yes ☐ No
(If yes, attach CWHSSA Liquidated Damages Report form.)

Are Administrative sanctions recommended? ☐ Yes ☐ No
(If yes, see attached detailed report.)

The wage underpayments were discovered through (i.e., routine payroll review, on-site investigations, employee complaint, etc.):

The types of violations were:

III. Disposition

This section should detail the nature of the conference with the contractor, if any, and the action taken to resolve the violations. Recommendations where relevant as to reduction, waiver or

assessment of liquidated damages as well as debarment or other ineligibility sanctions shall be made in this section and sufficiently justified (reference may be made to the description in II).

IV. Documentation

This section should include copies of pertinent certified weekly payrolls, on-site interviews where referred to elsewhere in the report, employee statements, preconstruction conference minutes/checklists, contract documents including the wage decision and labor standards clauses in the contracts for all contractors involved (prime, 1st tier, and 2nd tier subcontractors as appropriate), contractor and subcontractor certifications, schedule of wages due, communication documents, CWHSSA Liquidated Damage Report form, and related materials.

Grant Administrator

Signature of Chief Elected Official

CWHSSA Liquidated Damages Report
(Attached to corresponding Labor Standards Enforcement Report)
(Applicable for individual Contracts of \$100,000 or more)

Project Name: _____

Project Number: _____

CWHSSA Violations

This is a CWHSSA liquidated damages report for the cited project (See attached Schedule(s) of Wages Found Due & CWHSSA Liquidated Damages Report Computation Worksheet).

CWHSSA (overtime) wage restitution in the total amount of \$_____ has been paid to _____ employees. The CWHSSA (overtime) was computed for _____ violations. The total amount of liquidated damages of \$_____ was computed at a rate of \$31 for every calendar day each employee was required or permitted to work more than forty hours in a week.

_____ employees of the General Contractor for whom violations were computed.

_____ employees of _____ for whom violations were computed.
 (Subcontractor Name)

Description of Violations

The violation appeared to be: ☐ Willful ☐ Non-willful

Explain:

This section should detail the nature of the violations and name the specific statutes violated.

 Grant Administrator

 Signature of Chief Elected Official

CWHSSA Liquidated Damages Report Computation Worksheet

[illegible]

Section 3 Summary Report – Community Development Block Grant Program

Section 3 as per 24 CFR Part 75 requires to the greatest extent feasible that for projects funded with CDBG funds that contractors shall ensure that new employment opportunities are made available to Section 3 Workers and contract opportunities are made available to Section 3 Businesses.

Definition of a Section 3 Worker: A low-to-moderate income person residing in the County in which the ICDBG funds are expended. The person typically has an annual income of less than \$34,500 or resides in public or Indian housing or is a recipient of housing voucher assistance.

Definition of a Section 3 Business: A business that has a majority (51%) ownership held by Section 3 Workers or a business listed on Section 3 Registry for Idaho: www.hud.gov/Sec3Biz

1. Contractor Name & Address:	2. ICDBG Grant #:	3. Dollar Amount of Award:
	4. Contact Person:	5. Phone:
	6. Date Report Submitted:	7. Project Name:

Part I: Workers Hired

A List of Contractors:	B Number of New Hires	C Number of New Hires that are Section 3 Workers	D Estimated Number of Hours Section 3 Workers Worked on Project	E Estimated Number of Total Labor Hours Worked on Project
Prime Contractor Name:				
Subcontractor Name:				
Subcontractor Name:				
Subcontractor Name:				
Subcontractor Name:				
Subcontractor Name:				
Subcontractor Name:				
Subcontractor Name:				
Total				

Part II: Contracts Awarded

Construction Contracts:	
A. Dollar amount of Prime Contract	\$
B. Number of Section 3 businesses receiving subcontracts	
C. Dollar amount of contracts awarded to Section 3 businesses	\$
D. Percentage of the total dollar amount that was awarded to Section 3 businesses	%

Part III: Good Faith Effort

A. Efforts made to hire a Section 3 worker (☒ check effort(s) implemented)

- ___ Utilize the services of local apprenticeship or training programs.
- ___ Utilize the recruiting services provided by the Idaho Department of Labor.
- ___ Recruited by contacting the local housing authority.
- ___ Recruited through local advertising social media.
- ___ Coordinated with Youth Build Programs.
- ___ Other; describe below.

B. Efforts made to Sub-Contract a Section 3 business (☒ check effort(s) implemented)

- ___ Recruited via Section 3 Business Registry – www.hud.gov/sec3biz "Search for a Business."
- ___ Recruited by submitting subcontracting bidding opportunities to the Idaho Procurement Technical Assistance Center (PTAC) and the ITD Disadvantage Business Enterprise (DBE) program.
- ___ Job opportunity signs displayed at project site.
- ___ Other; describe below.

Submit a copy of this report to the Idaho Department of Commerce.

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

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

iii. Conformance

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

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

iv. Fringe benefits not expressed as an hourly rate

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

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

2. Withholding

i. Withholding requirements

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

ii. Priority to withheld funds

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

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

3. Records and certified payrolls

i. Basic record requirements

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

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

ii. Certified payroll requirements

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

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

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

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

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

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

4. Apprentices and equal employment opportunity

i. Apprentices

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

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

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

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

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

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

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

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

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

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

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

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Attachment H - Davis-Bacon Wage Rate Determination

"General Decision Number: ID20250105 06/06/2025

Superseded General Decision Number: ID20240105

State: Idaho

Construction Type: Building

Counties: Bannock and Franklin Counties in Idaho.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	◆ Executive Order 14026 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	◆ Executive Order 13658 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

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

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

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/14/2025

3 03/07/2025
4 06/06/2025

BRIC0001-001 06/01/2022

	Rates	Fringes
BRICKLAYER.....	\$ 35.53	19.85

CARP0808-003 06/01/2024

	Rates	Fringes
CARPENTER.....	\$ 34.08	17.91

ELEC0449-002 12/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 37.47	18.01

ENGI0302-012 01/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Forklift.....	\$ 36.33	15.40
Loader.....	\$ 36.33	15.40

IRON0732-004 06/01/2024

	Rates	Fringes
IRONWORKER.....	\$ 33.37	22.98

* LAB00155-012 06/01/2025

	Rates	Fringes
LABORER		
Grade Checker.....	\$ 33.98	13.80
Mason Tender -		
Cement/Concrete.....	\$ 33.93	13.80

LAB00155-013 01/01/2025

	Rates	Fringes
LABORER (Common or General).....	\$ 33.63	16.50

ROOF0200-003 06/01/2023

	Rates	Fringes
ROOFER.....	\$ 26.45	19.00

SHEE0103-006 06/01/2023

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 35.50	22.52

SHEE0103-014 06/01/2023

	Rates	Fringes
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SHEET METAL WORKER (Excludes HVAC Duct Installation).....	\$ 35.50	22.52
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 * UAVG-ID-0002 01/03/2025

	Rates	Fringes
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OPERATOR: Crane.....	\$ 31.81	18.12
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 * SUID2021-006 04/27/2023

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 22.21	3.80
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OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 28.92	10.39
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PAINTER.....	\$ 17.11 **	1.25
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TRUCK DRIVER: Dump Truck.....	\$ 25.06	8.81
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 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

?SU? wage rates typically remain in effect until a new survey

is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

Washington, DC 20210

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

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

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

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END OF GENERAL DECISION"