

INVITATION TO BID
Mesa Youth Services, Inc. dba Mesa County Partners
Partners Safety Upgrades
Grand Junction, Colorado

Introduction. Partners, the Owner, is a private, non-profit organization established to provide comprehensive services to at-risk youth of Mesa County. The purpose of this project is to upgrade the building safety at the Partners Building, located at 1169 Colorado Avenue in Mesa County in the City of Grand Junction. The project is financed with the assistance from the Community Development Block Grant (CDBG) Program and Private Foundations, and is subject to all Federal and State laws, regulations and requirements applicable to said programs.

NOTE: THIS PROJECT IS BEING FUNDED WITH FEDERAL FUNDS THROUGH THE CITY OF GRAND JUNCTION COMMUNITY BLOCK GRANT (CDBG) PROGRAM. THE BIDDER MUST COMPLETE AND SUBMIT ALL FORMS PROVIDED IN THE BID DOCUMENTS AND MUST ADHERE TO DAVIS-BACON WAGE REQUIREMENTS FOR EACH EMPLOYEE ON THE JOB SITE.

Davis-Bacon Wage Rates. The wage for each classification must “fit” with other wage rates already on the attached wage decision. The rate must be at least as much as the lowest wage rate listed for other Trade classifications (excluding Laborer classifications) already contained in the wage decisions. In addition, the workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers’ representatives, must agree with the proposed wage rate. Additional classification(s) and rate(s) must be approved by HUD through the General contractor.

Invitation to Bid. Bids will be received until 12:00 noon MST on Tuesday, December 1, 2015 from General Contractors and/or Material Suppliers for safety improvements at The Partners Building, 1169 Colorado Ave, Grand Junction, Colorado.

Written bids may be mailed to arrive by, or hand delivered no later than 12:00 noon Tuesday, December 1, 2015 at the Partners Building at 1169 Colorado Avenue, Grand Junction, CO, 81501. Bids should be labeled “Partners Safety Upgrades”. Proposals will not be accepted by facsimile. Bids will be opened at 1:00 PM on Tuesday, December 1, 2015 at the Partners Building, 1169 Colorado Avenue, Grand Junction, CO, 81501.

Contractor/Subcontractor Eligibility. Contractors and subcontractors must be licensed to perform work in Mesa County and the City of Grand Junction. Those who are barred, suspended or ineligible to participate in federally funded projects will not be eligible to participate in this project.

Walk-thru. A *mandatory* walk-thru for all those Contractors interested in submitting a bid will be conducted on Monday, November 16, 2015 at 1169 Colorado Ave at 2:00 PM.

Bid Submittal. Bids shall be submitted in a form that clearly specifies; 1) the scope of work including materials to be used, 2) terms of applicable warranties, 3) cost of proposal and 4) the names and addresses of all subcontractors included in the bid.

Bid shall be signed by person or persons authorized to bind the proposer to legal agreements and shall be submitted with all required attachments in a sealed envelope bearing on the outside, in the upper left

hand corner, the name and full address of the Contractor submitting the bid. In the main address position, the envelope shall contain the legend "Bid for: Partners Safety Updates".

No sales tax is to be included with any bid.

Contracts. The successful Contractor will be required to enter into a written Agreement with Mesa Youth Services, Inc. dba Mesa County Partners. A requirement of this project is that Contractor Agreement shall include the following language:

"The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low- income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for the low- and very low-income persons residing in the metropolitan area in which the project is located." The contractor shall meet the **CDBG National Objective** of low/moderate clientele benefit (570.208(a)(2)). The contractor shall meet this objective by providing the above-referenced services to low/moderate income persons in Grand Junction, Colorado. In addition, this project meets CDBG eligibility requirements under section 570.201(e) Public Services.

Insurance. Successful Contractors will be required to have in force an insurance policy or policies, issued by a company(s) authorized to do business in Colorado, in the kinds and minimum amounts specified below unless specifically waived by the Owner.

- a. Standard Worker's Compensation as required by law. The signing and submittal to the Owner of a Declaration of Independent Contractor will be required of those contractors/subcontractors claiming independent contractor status.
- b. Contractor Public Liability and Vehicle Liability in an amount not less than \$1,000,000 for injuries, including accidental death, to any person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage insurance in an amount not less than \$1,000,000. The Contractor shall either (1) require each of his subcontractors to produce and to maintain during the life of his subcontract, Subcontractor's Public liability and Property Damage Insurance of the type and in the same amounts as specified above or (2) insure the activities of his subcontractors in his own policy.

Method of Award. Partners reserves the right to accept or reject any or all bids, to accept other than the lowest bid, or to waive any informality or irregularity in any bid received. Criteria, in addition to cost, to be used in the selection of the successful Contractor will include but not necessarily limited to 1) experience with like and/or similarly funded projects, 2) ability to complete work as scheduled, and 3) acceptance of the need to work with and around developmentally disabled people.

Time of Completion. Since 1169 Colorado Avenue is utilized for staff office space and client programs, time is of the essence between start and finish of the work. Provisions will be made to relocate the staff and clients as needed, but every effort should be made to minimize the time required for relocation. Further, once work has begun, it is the expectation to get the work done as soon as possible. Preferred date of work completion is Friday, January 15, 2016.

SCOPE OF WORK

General

1. Contactor to obtain required and necessary permits.
2. Contractor to obtain inspections as required.
3. All work must comply with the 1994 Uniform Building Code, Local Codes, provisions of Americans with Disabilities Act, and other applicable codes and ordinances.
4. Contractor will be required to submit subcontractor invoices and lien waivers to the Owner for work and materials included in contractor draws and payments.
5. Contractor is responsible for maintaining a clean and safe work area, for meeting all legal safety requirements, for all weather protection, for removing the debris produced by their operations to an approved location, and keeping the home inhabitable during construction.
6. Contractor is responsible for scheduling, supervising, and coordinating the work of subcontractors.
7. Work must be completed in accordance with a construction schedule established before work begins.

Specific Work

a. New safety escapes on main floor.

1. Remove existing wall between offices on the West side of the main hallway. Add a door to allow access out of first office to the shop area via second office. Drywall patch/repair/paint all areas that are demoed for new opening.
2. Add a new window for the 2nd office on the East side of the main hallway. Add a door to both the 1st and 2nd offices to exit to the kitchen on the East side of the main hallway. Drywall patch/repair/paint all areas that are demoed for new opening. Repair current opening in 1st East office where current opening is for mail slots.
3. New stairwell from West end of 2nd floor hallway to shop area. This will include rerouting existing duct work along the new stairwell wall and reconnecting it to the existing duct. Make any modifications to the lower storage closets where the stairwell will be.

All work to be Permitted and Inspected by the Mesa County Building Department.

BIDDER CERTIFICATIONS

- A. Equal Employment Opportunity – Executive Order 11246
- B. Section 3 and Segregated Facilities Certification
- C. Noncollusion Affidavit of Prime Contractor

**CERTIFICATE OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

If the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract will be awarded unless such a report is submitted.

CERTIFICATE OF BIDDER

Name and address of bidder (including zip code):

1. Bidder has participated in a previous contract or subcontract subject to Equal Opportunity Clause.
 Yes No

2. Compliance reports were required to be filed in connection with such a contract or subcontract.
 Yes No Not applicable

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No Not applicable

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Submitted By: _____

Title: _____

Signature: _____

Date: _____

**CERTIFICATE OF BIDDER
REGARDING SECTION 3 AND SEGREGATED FACILITIES**

Project Name: _____

Bidder: _____

The undersigned hereby certifies that:

- a. The provisions of Section 3 of the Housing and Urban Development Act of 1968, which requires opportunities for training and employment of lower-income persons and opportunities for contracting for local firms, will be included in the contract and all subcontracts.

- b. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964

Submitted By: _____

Title: _____

Signature: _____

Date: _____

REQUIRED FORMS FOR PROJECTS FUNDED IN WHOLE OR IN PART BY COMMUNITY DEVELOPMENT BLOCK GRANT MONIES

The work to be performed in this project is being funded, in whole or part, using Federal Community Development Block Grant (CDBG) monies. Federal procurement regulations require that the following items must be completed and submitted with your bid for consideration for contract award:

- A. Forms for Section 3 of the Housing and Urban Development Act of 1968:
 - Preliminary Statement of Work Force Needs
 - Affirmative Action Plan for Use of Project Area Businesses
 - Statement of Actual Work Force Needs
- B. Solicitation of Minority and Women Owned Business
- C. Contractor Ownership Information
- D. Subcontractor Ownership Information

Your completed forms shall be evaluated in assisting the City in determining responsiveness to federal regulatory compliance and may be used to determine whether or not the Contractor is responsible for the purposes of awarding the bid.

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

**PRELIMINARY STATEMENT OF WORK FORCE NEEDS
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: _____

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding \$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER-INCOME RESIDENTS
SKILLED					
SEMI-SKILLED					
UNSKILLED					
TRAINEE					

Methods to be used to achieve these goals: _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: _____

TITLE: _____

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

AFFIRMATIVE ACTION PLAN FOR USE OF PROJECT AREA BUSINESSES

PROJECT: _____

COMPANY: _____

NUMBER OF ALL SUBCONTRACTORS PROPOSED: _____

DOLLAR VALUE OF ALL SUBCONTRACTS PROPOSED: \$ _____

To the greatest extent feasible contracts will be awarded through negotiations or bid to qualified project area businesses (businesses located within the Grand Junction city limits).

Goal of these contracts for project area businesses:

Proposed type of subcontract

Approximate cost

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Outline the affirmative action plan to achieve these goals:

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

**STATEMENT OF ACTUAL WORK FORCE NEEDS
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: _____

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding \$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER-INCOME RESIDENTS
SKILLED					
SEMI-SKILLED					
UNSKILLED					
TRAINEE					

Methods to be used to achieve these goals: _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: _____

TITLE: _____

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

NOTE: This form is to be submitted to the City's Engineer fifteen (15) days after start of construction.

CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT

SOLICITATION OF MINORITY AND WOMEN OWNED BUSINESSES

Indicate below actions taken to solicit minority and women-owned businesses where subcontractors are used in completing the project.

Solicited the following Minority/Female Businesses:

_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date
_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date
_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date
_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date
_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date

SUBMITTED BY: _____

TITLE: _____

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

CONTRACTOR OWNERSHIP INFORMATION

Project Name: _____

Complete the following information below:

1. Legal Business Name:

2. Legal Business Address, including Zip Code

1. 9 + digit Federal ID # of Business (or SS No. of Principle Owner)

Name, Title, and Address of the owner, partners and/or officers

<u>Name</u>	<u>Title</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Indicate the Ethnicity or Race of the Principle Ownership of the Contractor:

____ White ____ Black ____ Hispanic ____ Asian ____ Native American

Women-Owned Business: Yes ____ No ____

The undersigned certify that the above information is true to the best of their knowledge.

Name of Owner or Authorized Representative

Date

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

SUBCONTRACTOR OWNERSHIP INFORMATION

Project Name: _____

Complete the following information below:

1. Legal Business Name:

2. Legal Business Address, including Zip Code

3. 9 + digit Federal ID # of Business (or SS No. of Principle Owner)

Name, Title, and Address of the owner, partners and/or officers

<u>Name</u>	<u>Title</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Indicate the Ethnicity or Race of the Principle Ownership of the Contractor:

_____ White _____ Black _____ Hispanic _____ Asian _____ Native American

Women-Owned Business: Yes _____ No _____

The undersigned certify that the above information is true to the best of their knowledge.

Name of Owner or Authorized Representative

Date

**SUPPLEMENTAL CONDITIONS
FOR PROJECTS FUNDED IN WHOLE OR PART BY
COMMUNITY DEVELOPMENT BLOCK GRANTS**

ITEM F, PART I - FEDERAL REQUIREMENTS

The Contractor shall at all times during the execution of the project strictly adhere to, and comply with, all applicable federal, state and local laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of the project and/or contract. The Contractor shall also comply with and require compliance with these statutes and regulations in sub-agreements permitted with sub-contractors. A listing of some of the federal laws that may be applicable to the Work include:

- A. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- B. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- C. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- D. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5)
- E. Standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- F. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- G. Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable, in accordance with U.S.C. and/or CFR.
- H. The Hatch Act (5 U.S.C. 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.
- I. 42 USC 6101 et.seq. 42 USC 2000d, 29 USC 794, and implementing regulation, 45 CFR Part 80 et.seq. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds.
- J. The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213 47 USC 225 and 47 USC 611
- K. Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et. seq.).

- L. The Age Discrimination Act of 1975 and its implementing regulation, 24 CFR Part 146.
- M. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 as amended, and implementing regulation 45 CFR Part 84.
- N. Architectural Barriers Act, 42 U.S.C. 4151-4157; 24 CFR Parts 40 and 41.
- O. 24 CFR Part 85, concerning “Records retention, access to records, breach of contract and termination and bonding and insurance, Debarred contractors, and minority owned businesses”.
- P. Title VI of the Civil Rights Act of 1964 and implementing regulations.
- Q. 24 CFR Part 570; specifically including but not limited to 570.502, 503, 506 and 570.600 et. seq., sub-part K as applicable.
- R. 24 CFR Part 87 concerning “Lobbying.”

The Contractor shall include the foregoing provisions in any and all subcontract(s) and shall furthermore furnish certification/evidence of compliance to the City of its and any subcontractor’s compliance when requested by the City. Sanctions for non-compliance include but are not limited to withholding of payment and/or cancellation, termination, or suspension of the contract in whole or in part.

ITEM F, PART II -FEDERAL STATUTORY AND REGULATORY PROVISIONS

PURPOSE: The work to be performed under this Agreement is one an activity funded all or in part with federal Community Development Block Grant (CDBG) funds and is subject to applicable federal laws and regulations. This part contains the federal laws and regulations with which the CONTRACTOR/ SUBCONTRACTOR(S) is/are required to comply in the performance of the work. The contractual provisions of Special Provisions Item F Part II are made a part of the contract, and are hereby incorporated into this Agreement by this reference. In the event of any conflict in the provisions of this Part II and any other provisions not found in Part II, without specific statement of supersedure, the provisions of this Part II shall apply.

2. ACTIVITY RECORDS.

- a. Records to be Kept and Retention Period. Activity records shall be created and maintained by the CONTRACTOR, with respect to all matters covered by this Contract. Said records shall include, but are not limited to, accounting, purchasing, property, personnel, employment and fiscal matters relating to the project. Said records shall also include, but not be limited to, applicant, beneficiary, and employee information on race, age, sex, disability and familial status, if any. Such records concerning applicant and beneficiaries shall, in addition, include verifiable information on family address, family income (housing activities shall retain household income data which shall include income from all family members and other nonrelated members living in the household), and household size. All project records shall be retained by the CONTRACTOR for a period of three years after its receipt of the final payment of after all pending matters are closed, whichever date is later.
- b. Source Documentation. ALL CONTRACTOR costs, expenditures and obligations hereunder must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and subcontract award documents or other documents showing in detail the nature of such costs and obligations.
- c. Record Accessibility. Any pertinent books, documents, papers, or other records pertaining in whole or in part to this contract on the project shall be clearly identified and be made readily accessible to the CITY, HUD, and Comptroller General of the U.S., or any of their duly authorized representatives, upon request therefore, for the purpose of making audits, reviews, evaluations, excerpts and transcriptions. At such times and in such

Form as may be required, the CONTRACTOR shall furnish to the CITY, HUD, or the Comptroller General of the U.S. any of the records, reports, data, information or other documents enumerated in this paragraph. The CONTRACTOR shall furnish such information at no cost.

3. ACCOUNTING AND FINANCIAL MANAGEMENT.

- a. Bonding Requirements. For all agreements involving construction work exceeding \$100,000, in addition to CITY requirements, the following items shall be required as a minimum to be submitted by the CONTRACTOR/SUBGRANTEE to the CITY as a condition of the

execution of this Agreement, a bid guarantee equivalent to five percent of the bid price, a performance bond for 100 percent of the agreement price, and a payment bond for 100 percent of the agreement price.

- b. Indirect Costs Prohibition. All costs to be reimbursed by the CITY to the CONTRACTOR shall be direct costs. Such direct costs shall be identified in an Activity Budget spelling out in detail the specific sources and uses of any funds to be expended under this Agreement. No indirect costs (activities that are incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved shall be eligible for reimbursement, unless the CONTRACTOR/SUBGRANTEE already has a cost allocation plan meeting the Office of Management and Budget Circular, A-87 requirements, incorporated herein by reference and written documentation that the plan has been approved by HUD which shall also be incorporated herein by reference.

- c. Administrative Requirements and Cost Principles. CONTRACTOR, which is not governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non Profit Organizations", OMB Circular No. A-21 "Cost Principles for Educational Institutions," or 48 CFR Part 31 for for-profit organizations, and with the Attachment to OMB Circular No. A-110, as applicable.

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing Office of Labor Relations
Federal Labor Standards Provisions and Urban Development
Form HUD-4010 (07/2003)
Previous edition is obsolete Ref. Handbook 1344.1

Applicability

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

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

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination.

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 12150140.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime

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

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

4. **Apprentices and Trainees.** (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be

paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: Whoever, for the purpose of . . . influencing in any way the action of such Administration... makes, utters or publishes any statement knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees.

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a

territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

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

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

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

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

DAVIS BACON WAGE RATE DETERMINATION

General Decision Number: CO150035 10/09/2015 CO35
 State: Colorado
 Construction Type: Building
 County: Mesa County in Colorado.

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 10/09/2015

ENGI0009-017 10/23/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 25.97	9.15
50 tons and under.....	\$ 24.88	9.15
51 to 90 tons.....	\$ 25.04	9.15
91 to 140 tons.....	\$ 25.19	9.15

 IRON0024-009 06/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 25.05	11.14

 IRON0024-010 06/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.05	11.14

 PAIN0079-009 03/01/2015

	Rates	Fringes
PAINTER (Spray).....	\$ 19.45	6.91

 PLUM0003-009 06/01/2015

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 36.93	13.10

 PLUM0208-009 07/01/2013

	Rates	Fringes
PIPEFITTER, Excludes HVAC Duct, Pipe and Unit Installation.....	\$ 33.35	12.27

 SHEE0009-006 07/01/2015

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct and Unit Installation; Excludes HVAC Pipe Installation).....	\$ 32.85	14.63

SUCO2013-011 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER.....	\$ 20.53	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 21.44	10.23
ELECTRICIAN.....	\$ 25.63	9.51
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 20.49	3.85
LABORER: Common or General.....	\$ 13.25	0.00
LABORER: Mason Tender - Brick...	\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 18.58	2.42
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
PAINTER (Brush and Roller).....	\$ 19.56	2.05
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 24.26	10.66
ROOFER.....	\$ 16.18	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00

WELDERS - Receive rate prescribed for craft performing operation to which
welding is incidental.

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

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

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

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

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

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION