

TOWN OF FOUNTAIN HILLS
ACKNOWLEDGMENT OF ADDENDA RECEIVED

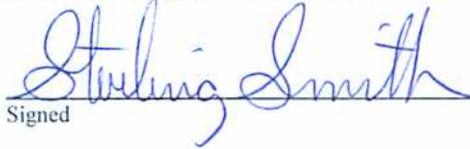
INVITATION FOR BIDS

HVAC REPLACEMENT PROJECT
C2012-138

ADDENDUM No. 1

Interstate Mechanical Corporation, affirms that ADDENDUM No. 1 has
(Name of Bidder/Designee)

been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Bidder's Offer.



Signed

Date

April 24, 2012

Sterling Smith

Print Name

CEO

Title

Interstate Mechanical Corporation

Company Name

1841 E. Washington Street

Address

Phoenix, AZ 85043

City, State, Zip Code

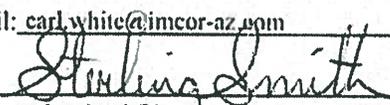
This Acknowledgement and Addendum must accompany the submitted Bid. Failure to do so may subject the Vendor's Bid to disqualification.

END OF ADDENDUM No. 1

**TOWN OF FOUNTAIN HILLS
DEVELOPMENT SERVICES DEPARTMENT
C2012-138**

OFFER

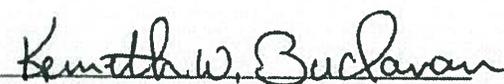
The undersigned (the "Bidder") hereby offers this Bid (the "Offer") and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this IFB, the Contract (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

Arizona Transaction (Sales) Privilege Tax License Number: <u>07264993</u>	For Clarification of this Bid contact:
Federal Employer Identification Number: <u>86-0448232</u>	Name: <u>Carl White</u>
Interstate Mechanical Corporation Contractor Name	Telephone: <u>(602) 257-1319</u>
<u>1841 E. Washington Street</u> Address	Facsimile: <u>(602) 256-5916</u>
Phoenix Arizona 85034 City State Zip Code	Email: <u>carl.white@imcor-az.com</u>
	 Authorized Signature for Contractor
	Sterling Smith Printed Name
	CEO Title

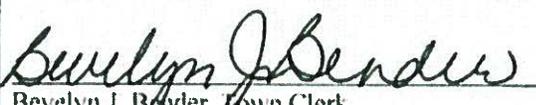
ACCEPTANCE OF OFFER AND NOTICE OF AWARD (FOR TOWN OF FOUNTAIN HILLS USE ONLY)

Effective Date: 5-3-12 Contract No. C2012-138 Official File: _____

TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation


 Kenneth W. Buchanan, Town Manager

ATTEST:


 Bevelyn J. Bender, Town Clerk

APPROVED AS TO FORM:


 Andrew J. McGuire, Town Attorney

**PRICE SHEET
HVAC REPLACEMENT PROJECT**

NOTE: Type, waiver applicability and pricing blanks must be filled in. Empty or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.

Item No.	Description	HVAC Type	DOE Waiver Applicable? (Y/N)	Qty.	Unit	Unit Price	Extended Price
1.	Town Hall Building	Equipment Diakin	Yes	4	LS	\$30,829.00	\$30,829.00
		Subtotal:					\$30,829.00
		Tax:					\$1,985.39
		TOTAL BID PRICE:					\$32,814.39

Item No.	Description	HVAC Type	DOE Waiver Applicable? (Y/N)	Qty.	Unit	Unit Price	Extended Price
2.	Community Center	Equipment Diakin	Yes	2	LS	\$25,833.00	\$25,833.00
		Subtotal:					\$25,833.00
		Tax:					\$1,663.64
		TOTAL BID PRICE:					\$27,496.64

BID BOND
HVAC REPLACEMENT PROJECT
C2012-138

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Interstate Mechanical Corporation (hereinafter called Principal), as Principal, and Hartford Accident and Indemnity Company, a corporation organized and existing under the laws of the State of Connecticut with its principal office in the Town of Hartford, CT, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Fountain Hills, (hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of Bid Amount, ----- (Dollars) (\$ 10%) lawful money of the United States of America, to be paid to the order of the Town of Fountain Hills, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents and in conformance with A.R.S. Section 34-201.

WHEREAS, the Principal has submitted a bid/proposal for: HVAC Replacement Project

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal enters into a Contract with the Obligee in accordance with the terms of the proposal and gives the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and materials furnished in the prosecution of the Contract, or in the event of the failure of the Principal to enter into the Contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the Bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this 24th day of April 20 12

Interstate Mechanical Corporation
Principal Seal

BY: Stirling Smith

Hartford Accident and Indemnity Company
Surety Seal

BY: Lori L. Dawson
Lori L. Dawson, Attorney-in-Fact

Minard-Ames Insurance Services
Agency of Record

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-4
 P.O. BOX 2103, 690 ASYLUM AVENUE
 HARTFORD, CONNECTICUT 06115
 call: 888-266-3488 or fax: 860-757-5835
 Agency Code: 59-300536

KNOW ALL PERSONS BY THESE PRESENTS THAT:

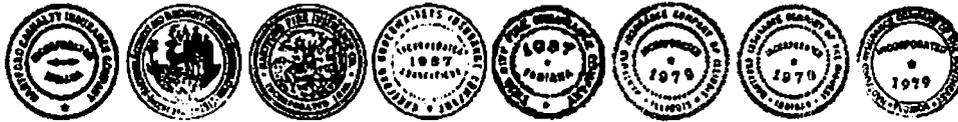
- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

William A. Ames, Steven E. Minard, Michael D. Specht, Mikal F. Cronin, Deborah K. Anderson, Lori L. Dawson, Carol A. Tabone
 of
 Phoenix, AZ

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholz

Paul A. Bergenholz, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

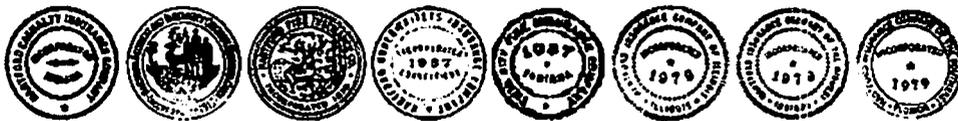
On this 1st day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka
 Scott E. Paseka
 Notary Public
 My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 24, 2012 Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

LICENSES; DBE/WBE STATUS
HVAC REPLACEMENT PROJECT
C2012-138

Attach a copy of your Contractor's License to your bid submittal.

Attach a copy of your Business License to your bid submittal.

*** Business License must be either a Town of Fountain Hills Privilege Tax Business License or a Arizona Transaction Tax (sales) Privilege Tax License**

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No X _____.

If yes, please provide details and documentation of the certification.

LICENSE EFFECTIVE THROUGH: 09/30/2012
 STATE OF ARIZONA
 Registrar of Contractors CERTIFIES THAT
 Interstate Mechanical Corporation



CONTRACTORS LICENSE NO 84436 CLASS L-4
 Boilers, Steamfitting and Process Piping

THIS CARD MUST BE PRESENTED UPON DEMAND
William A. Mundell
 DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

LICENSE EFFECTIVE THROUGH 09/30/2012
 STATE OF ARIZONA
 Registrar of Contractors CERTIFIES THAT
 Interstate Mechanical Corporation



CONTRACTORS LICENSE NO 73196 CLASS L-45
 Sheet Metal

THIS CARD MUST BE PRESENTED UPON DEMAND
William A. Mundell
 DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

LICENSE EFFECTIVE THROUGH: 10/31/2012
 STATE OF ARIZONA
 Registrar of Contractors CERTIFIES THAT
 Interstate Mechanical Corporation



CONTRACTORS LICENSE NO 225789 CLASS K-5
 RESIDENTIAL AND COMMERCIAL RESCUE AIR SYSTEMS

THIS CARD MUST BE PRESENTED UPON DEMAND
William A. Mundell
 DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

LICENSE EFFECTIVE THROUGH: 09/30/2013
 STATE OF ARIZONA
 Registrar of Contractors CERTIFIES THAT
 Interstate Mechanical Corporation



CONTRACTORS LICENSE NO 84435 CLASS L-37
 Plumbing

THIS CARD MUST BE PRESENTED UPON DEMAND
William A. Mundell
 DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

LICENSE EFFECTIVE THROUGH: 09/30/2013
 STATE OF ARIZONA
 Registrar of Contractors CERTIFIES THAT
 Interstate Mechanical Corporation



CONTRACTORS LICENSE NO 73195 CLASS L-39
 Air Conditioning and Refrigeration

CARD MUST BE PRESENTED UPON DEMAND
William A. Mundell
 DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

LICENSE EFFECTIVE THROUGH: 08/31/2013
 STATE OF ARIZONA
 Registrar of Contractors CERTIFIES THAT
 Interstate Mechanical Corporation



CONTRACTORS LICENSE NO 94734 CLASS B-1
 General Commercial Contractor

THIS CARD MUST BE PRESENTED UPON DEMAND
William A. Mundell
 DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

STATE OF NEW MEXICO
 CONSTRUCTION INDUSTRIES DIVISION

INTERSTATE MECHANICAL CORPORATION
 LICENSE NUMBER 363489 EXPIRES 10/31/2012
 CLASSIFICATION(S) 2001, 2002, 2003, 2004
 Qualifying Party(S) HARDER RICHARD MCVEY TIMOTHY



This card is the property of the CD and shall be surrendered upon demand.

State Of California
 CONTRACTORS STATE LICENSE BOARD
 ACTIVE LICENSE



License Number 580841 Corp CORP
 Business Name INTERSTATE MECHANICAL CORPORATION DBA IMCOR

Classification C20 C-4 C36 C46



Expiration Date 10/31/2013 www.cslb.ca.gov

STATE OF TEXAS
 JOSEPH D COX

AIR CONDITIONING &
 REFRIGERATION CONTRACTOR



INTERSTATE MECHANICAL CORPORAT

LIC. # TACLA29432C
 EXPIRES 01/08/2013

TEXAS DEPARTMENT OF LICENSING AND REGULATION

TEXAS STATE BOARD OF PLUMBING EXAMINERS
 HOUSTON, TEXAS
 BE IT KNOWN THAT

TIMOTHY CARL MCVEY
 MASTER

LICENSE NO. 39690



D.O.B. 11/13/1956
 EXPIRES 11/30/2012

IS HEREBY LICENSED IN ACCORDANCE WITH CHAPTER 1301 OCC. CODE

STATE OF COLORADO
 Department of Regulatory Agencies
 Division of Registrations

ACTIVE MASTER PLUMBER PRINTED ON SECURE PAPER

189841 Number	09/01/2011 Issue Date	08/31/2013 Expires
------------------	--------------------------	-----------------------

Timothy Carl McVey
 Phoenix, AZ 850340000
 United States

Guarantee The Cool

POST IN A
CONSPICUOUS
PLACE

Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, AZ 85268
(480) 816-5100

License Number
567

BUSINESS LICENSE
THIS LICENSE EXPIRES 04/30/2012

Account Number: 4390

Business Name: INTERSTATE MECHANICAL CORPORATION
Mailing Address: 1841 E. WASHINGTON ST.
PHOENIX AZ 85034

Physical Address: 1841 E WASHINGTON ST
PHOENIX AZ 85034

Nature of Business: MECHANICAL CONTRACTOR



Date Issued: April 28, 2011

Beverly M. Bender
Town Clerk

Total Paid: 50.00

In accordance with Town of Fountain Hills, Arizona Town Code, Chapter 8 as added or amended, the person or firm is hereby authorized to conduct business in the Town of Fountain Hill. This License is **NON-Transferable**

The portion below is for your records. Detach and file.

COPY ONLY

RECEIPT Please retain for your records	Town of Fountain Hills 16705 East Avenue of the Fountains Fountain Hills, AZ 85268 (480) 816-5100	License Number 567
	BUSINESS LICENSE THIS LICENSE EXPIRES 04/30/2012	
Business Name: INTERSTATE MECHANICAL CORPORATION Mailing Address: 1841 E. WASHINGTON ST. PHOENIX AZ 85034		Account Number: 4390

Physical Address: 1841 E WASHINGTON ST
PHOENIX AZ 85034

Nature of Business: MECHANICAL CONTRACTOR

Date Issued: April 28, 2011

Beverly M. Bender
Town Clerk

Total Paid: 50.00

In accordance with Town of Fountain Hills, Arizona Town Code, Chapter 8 as added or amended, the person or firm is hereby authorized to conduct business in the Town of Fountain Hill. This License is **NON-Transferable**



REFERENCES
HVAC REPLACEMENT PROJECT
C2012-138

Provide the following information for three (3) clients for whom Bidder has provided services of **similar size and scope** with the past (36) months. *These references will be checked*, so make sure all information is accurate and current. Failure to provide three (3) accurate or suitable references will result in disqualification.

1. Client: Department of Veteran's Affairs Medical Center
Address: 650 E. Indian School Road
City/State/Zip Code: Phoenix, AZ 85012
Contact: Michael J. King
Telephone Number: (480) 415-6728
Date of Contract Initiation: 2007-Present
Project Description: (Include Estimated Value Range of Contract) Various Mechanical Upgrades to Phoenix Facility, range from \$2,00-60,000

2. Client: St. Lukes Medical Center
Address: 1800 E. Van Buren Street
City/State/Zip Code: Phoenix, AZ 85006
Contact: Steve Schmidt
Telephone Number: (602) 904-1227
Date of Contract Initiation: 2011 Fiscal Year
Project Description: (Include Estimated Value Range of Contract) Various Mechanical Upgrades, value of \$100,000.00

3. Client: Grubb & Ellis Management Service, Security Title Account
Address: 3636 N. Central Avenue, Suite 150
City/State/Zip Code: Phoenix, AZ 85012
Contact: Ken Hood
Telephone Number: (602) 722-6175
Date of Contract Initiation: 2011
Project Description: (Include Estimated Value Range of Contract) Various Mechanical upgrades, split system, AHU, duct modifications

Regulations, Part 3: Payment and Reporting of Wages Applicable to Federally Financed and Assisted Construction Contracts

**Title 29, Part 3 of the
Code of Federal Regulations**

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

**WH Publication 1243
(Reissued March 1981)
(Reprinted December 1986)**

Part 3 Contractors and Subcontractors on Public Building or Public Work Financed In Whole or In Part by Loans or Grants from the United States

Sec. Name

3.1 Purpose and scope.

3.2 Definitions.

3.3 Weekly statement with respect to payment of wages.

3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

3.7 Applications for the approval of the Secretary of Labor.

3.8 Action by the Secretary of Labor upon applications.

3.9 Prohibited payroll deductions.

3.10 Methods of payment of wages.

3.11 Regulations part of contract.

Authority: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14, of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 276c.

Source: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

29 CFR 3.1 - Purpose and scope.

- **Section Number:** 3.1
 - **Section Name:** Purpose and scope.
-

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

29 CFR 3.2 - Definitions.

- **Section Number: 3.2**
 - **Section Name: Definitions.**
-

(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

29 CFR 3.3 - Weekly statement with respect to payment of wages.

- **Section Number:** 3.3
 - **Section Name:** Weekly statement with respect to payment of wages.
-

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.
[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

- **Section Number:** 3.4
 - **Section Name:** Submission of weekly statements and the preservation and inspection of weekly payroll records.
-

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

29 CFR 3.5 - Payroll deductions permissible without application to or approval of the Secretary of Labor.

- **Section Number:** 3.5
 - **Section Name:** Payroll deductions permissible without application to or approval of the Secretary of Labor.
-

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

- (a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
- (b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
- (c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
- (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met:
 - (1) The deduction is not otherwise prohibited by law;
 - (2) It is either:
 - (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or
 - (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;
 - (3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
 - (4) The deductions shall serve the convenience and interest of the employee.
- (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

- (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
- (j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.
- (k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either
 - (1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or
 - (2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

29 CFR 3.6 - Payroll deductions permissible with the approval of the Secretary of Labor.

- **Section Number:** 3.6
 - **Section Name:** Payroll deductions permissible with the approval of the Secretary of Labor.
-

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.

29 CFR 3.7 - Applications for the approval of the Secretary of Labor.

- **Section Number:** 3.7
 - **Section Name:** Applications for the approval of the Secretary of Labor.
-

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

29 CFR 3.8 - Action by the Secretary of Labor upon applications.

- **Section Number:** 3.8
 - **Section Name:** Action by the Secretary of Labor upon applications.
-

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

29 CFR 3.9 - Prohibited payroll deductions.

- **Section Number:** 3.9
 - **Section Name:** Prohibited payroll deductions.
-

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

29 CFR 3.10 - Methods of payment of wages.

- **Section Number:** 3.10
 - **Section Name:** Methods of payment of wages.
-

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

29 CFR 3.11 - Regulations part of contract.

- **Section Number:** 3.11
 - **Section Name:** Regulations part of contract.
-

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

S:\LC\PART 3\Part 3

Davis-Bacon and Related Acts Wage Rate Requirements

29 CFR 5.5 - Contract provisions and related matters.

Section Number: 5.5

Section Name: Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 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 paragraph (a)(1)(iv) of this section; 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 Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional

classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have

been met:

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including

the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage

rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under

this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not

expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer

or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records

which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics

affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired.

Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

<http://www.dol.gov/esa/whd/forms/wh347instr.htm>

or its successor site. The prime contractor is responsible for the submission

of copies of payrolls by all subcontractors. Contractors and subcontractors

shall maintain the full social security number and current address of each

covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of

Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 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 or the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is

not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate

on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid

not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(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 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).

(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).

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

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and

subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

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

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

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency

Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Control	Paragraph	OMB Number
-		
(a) (1) (ii) (B)		1215-
0140		
(a) (1) (ii) (C)		1215-
0140		
(a) (1) (iv)		1215-
0140		
(a) (3) (i)		1215-
0140,		
0017		1215-
(a) (3) (ii) (A)		1215-
0149		
(c)		1215-
0140,		
0017		1215-
-		

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69674, Nov. 20, 2000; 73 FR 77511-77512, Dec. 19, 2008]

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

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

_____ on the _____ (Contractor or Subcontractor)

_____ that during the payroll period commencing on the _____ (Building or Work)

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

_____ from the full _____ (Contractor or Subcontractor)

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

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

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

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

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

General Decision Number: AZ100001 12/09/2011 AZ1

Superseded General Decision Number: AZ20080001

State: Arizona

Construction Type: Building

Counties: Coconino, Maricopa, Mohave, Pima, Pinal and Yuma
Counties in Arizona.

**BUILDING CONSTRUCTION PROJECTS (does not include residential
construction consisting of single family homes and apartments
up to and including 4 stories)**

Modification Number Publication Date

0	03/12/2010
1	06/04/2010
2	07/02/2010
3	07/09/2010
4	07/23/2010
5	08/06/2010
6	08/27/2010
7	09/10/2010
8	10/15/2010
9	11/05/2010
10	11/19/2010
11	12/03/2010
12	01/21/2011
13	02/04/2011
14	04/01/2011
15	04/08/2011
16	04/15/2011
17	05/13/2011
18	06/17/2011
19	08/12/2011
20	09/09/2011
21	10/28/2011
22	11/18/2011
23	12/02/2011
24	12/09/2011

BRAZ0003-003 11/23/2009

COCONINO, MARICOPA, MOHAVE, PINAL (Area West and North of the
Francisco River to the Gila River), & YUMA COUNTIES

Rates Fringes

Bricklayer - Cement Block

per.....\$ 24.62 4.57

BRAZ0003-008 11/23/2009

PIMA AND PINAL (Area East and South of the San Francisco River
to the Gila River) COUNTIES

Rates Fringes

Bricklayer - Cement Block
Layer.....\$ 18.00 4.49

CARP0408-001 07/01/2011

Rates Fringes

CARPENTER.....\$ 23.00 8.49

CARP1327-001 07/01/2011

Rates Fringes

DRYWALL HANGER.....\$ 19.25 6.46

* ELEC0570-003 12/01/2011

PIMA, PINAL (Southern Part), AND YUMA COUNTIES

Rates Fringes

Electrician/Wireman.....\$ 23.75 18%+4.70

ZONE DEFINITIONS-

- Zone A: the area within a twenty-nine (29) mile radius from a basing point at the Tucson Town Hall.
- Zone B: 29 to 46 mile radius from the town hall in Tucson- an additional \$ 1.25 per hour
- Zone C: 47 mile radius from the town hall in Tucson to the outer limits of the geographic jurisdiction- an additional \$ 3.75 per hour

ELEC0640-005 06/21/2011

COCONINO, MARICOPA, MOHAVE, and PINAL (Area North and West of the boundary line beginning at a point where Papago Indian Reservation Road No. 15 crosses the Pima-Pinal County line, on Northeasterly on Road No. 15 to the intersection with Highway FAS-267, extending North on FAS-267 to the intersection with Florence Canal, North & East on Florence Canal to the intersection of the line "Second Guide Meridian East" then North to the Maricopa-Pinal County Lines) COUNTIES

	Rates	Fringes
Electrician/Wireman.....	\$ 25.01	3%+7.50

 ENGI0428-003 06/01/2010

	Rates	Fringes
Power Equipment Operator		
(2) Crane under 15 tons.....	\$ 25.22	9.79
(3) Crane, 15 tons to 100 tons.....	\$ 26.30	9.79
(4) Crane, 100 tons and over.....	\$ 27.33	9.79

 IRON0075-002 08/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.52	19.35

Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
 Zone 2: 050 to 100 miles - Add \$4.00
 Zone 3: 100 to 150 miles - Add \$5.00
 Zone 4: 150 miles & over - Add \$6.50

 LABO0383-005 06/01/2009

	Rates	Fringes
LABORER (Brick/Block Tender)....	\$ 16.72	4.35

 PAIN0086-003 04/01/2010

	Rates	Fringes
PAINTER.....	\$ 17.85	4.70

 PAIN0086-005 06/01/2011

	Rates	Fringes
GLAZIER.....	\$ 26.50	6.98

 PLUM0469-002 07/01/2011

ZONE A: COCONINO, MARICOPA, MOHAVE & YUMA COUNTIES

ZONE B: PIMA AND PINAL COUNTIES

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

CUMBER/PIPEFITTER		
Zone A.....	\$ 32.50	15.15
Zone B.....	\$ 29.15	14.25

SFAZ0669-001 04/01/2011

Rates Fringes

SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.85	17.45
---	----------	-------

SHEE0359-002 08/01/2011

PIMA and PINAL (South of the 33rd Parallel) COUNTIES

Rates Fringes

Sheet Metal Worker (Including HVAC)		
Zone 1.....	\$ 29.55	14.05

SHEE0359-003 08/01/2011

COCONINO, MARICOPA, MOHAVE, PINAL (North of the 33rd Parallel),
YUMA COUNTIES

Rates Fringes

Sheet Metal Worker (Including HVAC).....	\$ 29.55	14.05
--	----------	-------

SUAZ2004-001 01/14/2004

Rates Fringes

Cement Mason/Finisher.....	\$ 15.25	5.01
----------------------------	----------	------

Laborers

Concrete Worker.....	\$ 8.88	0.00
Form Setter.....	\$ 9.63	0.00
General/Cleanup.....	\$ 11.37	2.91
Waterproofing.....	\$ 12.59	0.00

PLASTERER.....	\$ 15.00	0.00
----------------	----------	------

Power Equipment Operator

Backhoe.....	\$ 14.78	0.00
--------------	----------	------

TILE FINISHER.....	\$ 11.00	0.00
--------------------	----------	------

TILE SETTER.....	\$ 14.98	0.00
------------------	----------	------

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

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)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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.



END OF GENERAL DECISION

Buy America Certification

Project Name: HVAC Replacement Project

Contractor hereby certifies the following:

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the provisions of ARRA Section 1605 and OMB regulations, Code of Federal Regulations, Volume 2, Part 176, the Contractor certifies that this bid/procurement reflects the Contractor's best, good faith effort to identify domestic sources of Iron, Steel, and Manufactured goods for every component contained in the solicitation/procurement where such American-made components are available on the schedule of values and consistent with the deadlines prescribed in or required by the bid solicitation/procurement.
2. Verification of U.S. Production: The Contractor certifies that all components contained in the bid solicitation/procurement that are American-made have been so identified, and if this bid/procurement is accepted, the Contractor agrees that it will provide reasonable, sufficient, and timely verification to the Town of the U.S. production of each component so identified.
3. Documentation Regarding Non-American made Iron, Steel, or Manufactured Goods: The Contractor certifies that for any component or components that are not American-made and are so identified in this bid/procurement, the Contractor has included in or attached to this bid/procurement one or both of the following, as applicable:
 - a. Identification of and citation to a categorical waiver published by the U.S. Department of Energy in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components.
 - b. Verifiable documentation sufficient to the Town, as required in the bid solicitation or otherwise, that the Contractor has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation/procurement.
4. Information and Detailed Justification Regarding Non-American made Iron, Steel, or Manufactured Goods: The Contractor certifies that for any such component or components that are not so available, the Contractor has also provided in or attached to this bid/procurement information, including, but not limited to, the verifiable documentation and a full description of the Contractor's efforts to secure any such American-made component or components, that the Contractor believes is sufficient to provide and as far as possible constitutes the detailed justification required for a waiver under Section 1605 with respect to such component or components. The Contractor further agrees that, if this bid/procurement is accepted, it will assist the Town in amending, supplementing, or further supporting such information as required by the Town to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

_____ Contractor Name (printed or typed)
Name of Authorized Official (printed or typed)
Title (printed or typed)
Signature of Authorized Official
Date