



Richmond, Virginia

 An Introduction to
Federal Labor Standards
for Public Housing Authorities

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Agenda

- Section 3 Economic Empowerment Review
- Federal Statues & Applicability
- Wage Decisions
- Contractor Responsibilities
- Work Classifications
- Pay Administration
- Compliance & Enforcement
- Agency Responsibilities

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Section 3 - Economic Empowerment Review

US Department of Housing and Urban Development
Office of Field Policy and Management
5.12.21

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The Purpose



To ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing.

Section 3 of the Housing and Urban Development Act of 1968

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Section 3 is not just a
grantee requirement.

It's a path toward
self-sufficiency.



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Section 3 is not a program.

It's a provision of HUD's law.

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Applicability

- PIH Capital Fund Program (CFP)
- PIH Operating Subsidy
- Rental Assistance Demonstration (RAD)
- Choice Neighborhoods Grants (formerly HOPE VI)
- Community Development Block Grants (CDBG)
- HOME Investment Partnership Grants
- Emergency Solutions Grants (ESG)
- Disaster Recovery Grants
- Section 202/811
- Lead Abatement Grants
- Self Help Ownership Program (SHOP)
- Certain NOFA Competitive Grants

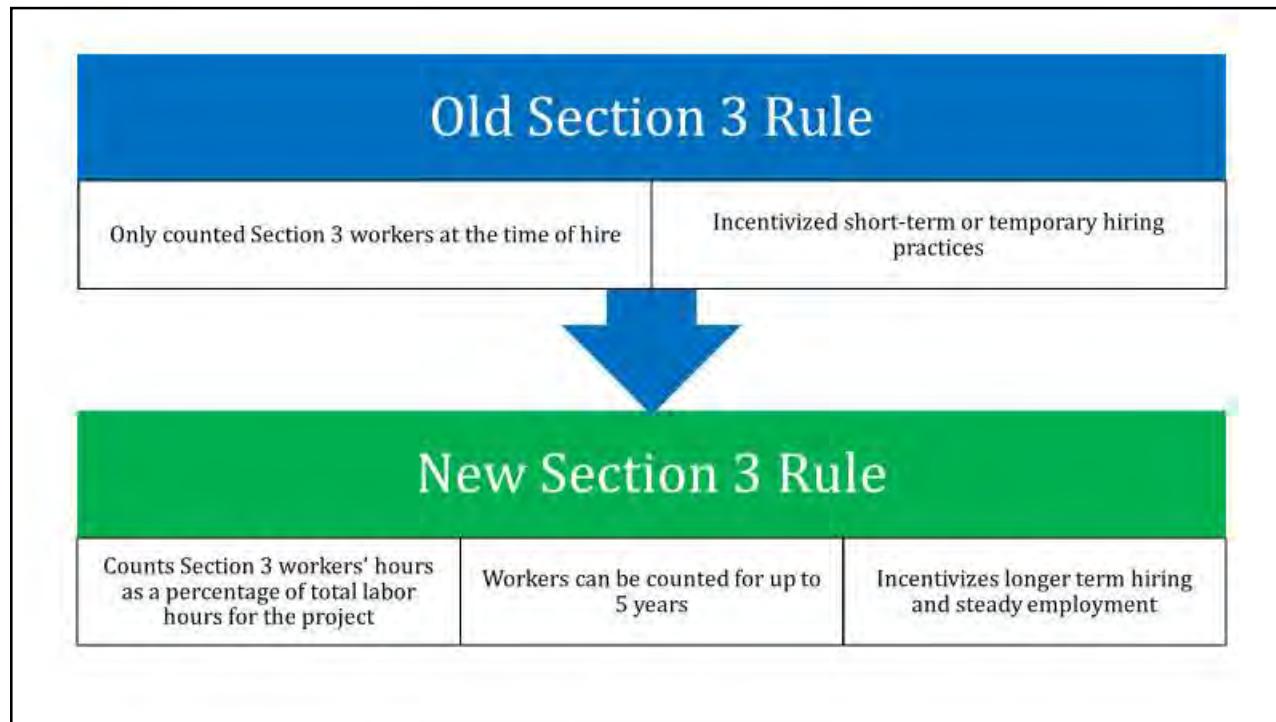
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The New Rule

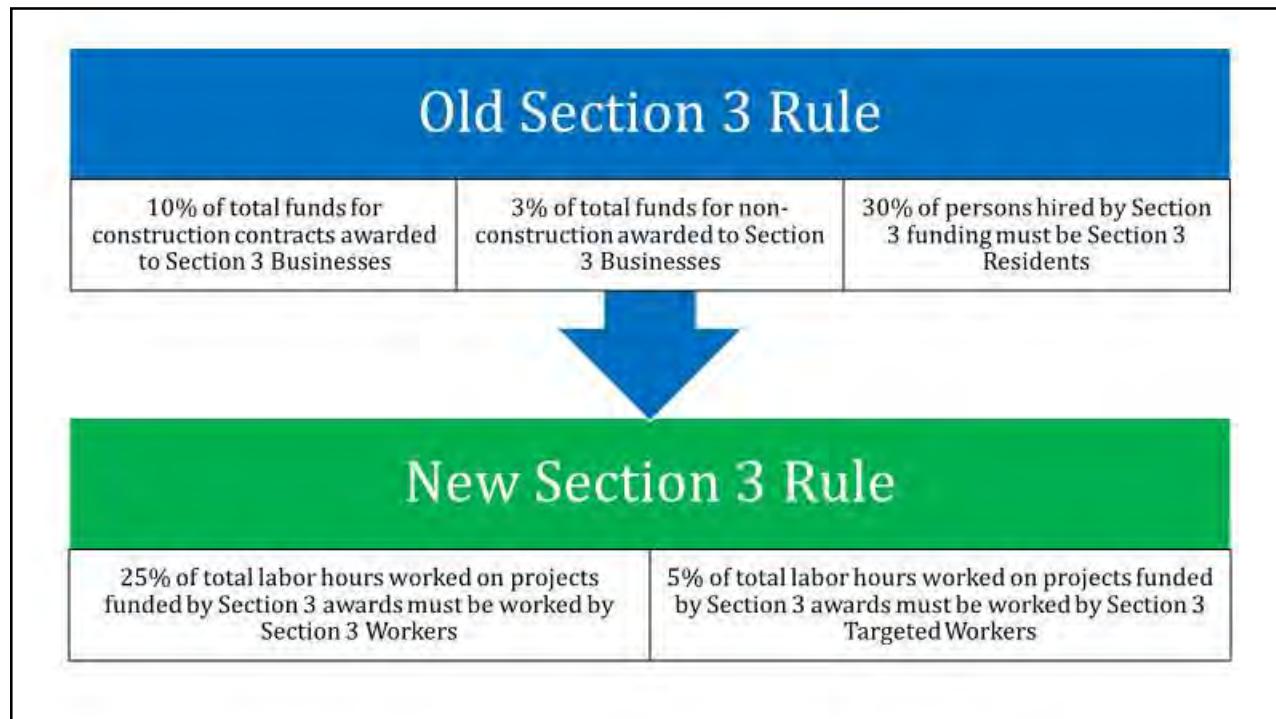
How things are changing

24 CFR Part 75

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Key Change

Redefining Section 3 Resident as a Section 3 Worker

 A Section 3 resident is:

 A public housing resident

OR

 A low- or very low-income resident of the metropolitan area or nonmetropolitan county where Section 3-covered assistance is spent

 A Section 3 worker is:

 A low- or very low-income individual

OR

 A Youthbuild participant

OR

 Employed by a Section 3 business concern

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Key Change

Redefining Section 3 businesses

 A Section 3 business is:

 51% or more owned by Section 3 residents

OR

 30% or more permanent, full-time employees are Section 3 residents

OR

 25% of subcontracts are awarded to Section 3 businesses

 A Section 3 business is:

 51% or more owned by low- or very low-income persons

OR

 75% or more labor hours are performed by low- or very low-income persons

OR

 25% or more owned by current residents of public housing or Section 8-assisted housing

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Opportunity Portal

Where residents and
businesses connect

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Business Registry

Self-certification by HUD
qualifications

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Questions?

Questions regarding the Section 3 New Rule, please email:

HQ Contact: Section3@hud.gov

Regional Office Contacts:

- John McLaughlin, Regional POC at John.C.McLaughlin@hud.gov
- Hidaia Salem, Program Analyst at Hidaia.A.Salem@hud.gov

Frequently Asked Questions on Section 3:

<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>

Thank you!

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FEDERAL STATUES & APPLICABILITY

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	<h2>The Davis-Bacon Act</h2>	 <p>Senator James J. Davis, Pennsylvania</p>
	<p>Requires the payment of prevailing wage rates to all laborers and mechanics working on Federal government construction projects \$2,000 or more.</p> <p>Construction includes alteration and/or repair, including painting and decorating of public buildings or works.</p>	<p>Representative Robert L. Bacon, New York</p> 

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	<h2>Why is the Davis-Bacon threshold only \$2000?</h2> <p>Cost of living averages in the 1930's:</p> <ul style="list-style-type: none"> ▪ Annual Wages \$1,850.00 ▪ New House \$6,790.00 ▪ Rent \$18.00 per month ▪ New Car \$640.00 ▪ A Gallon of Gas \$0.10 ▪ Single Vision Glasses \$3.85 ▪ Toilet Tissue \$0.09 for 2 rolls <div style="background-color: yellow; padding: 10px; width: fit-content; margin-left: 20px;"> <p>The Davis-Bacon Act was signed into law March 3, 1931.</p> </div>

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	<h2>The Davis-Bacon Act Applicability</h2> <ul style="list-style-type: none"> ▪ Davis-Bacon wages are set federally and applied locally, “prevailing wages”. ▪ The Act requires all contractors working on federally funded jobs to pay laborers and mechanics wages no less than what others locally pay their workers for similar projects. ▪ Construction includes activities performed on the site of the work, such as preparation for construction (e.g., demolition of existing structures, equipment and material set-up, etc.), fabrication of materials, installation of materials, and post-construction clean-up. ▪ Davis-Bacon and the “Related Acts” (DBRA) are the statutes that apply to HUD programs.
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	<h2>Site of Work</h2> <p>Davis-Bacon applies to laborers and mechanics on the “site of work”.</p> <ul style="list-style-type: none"> ▪ Physical place(s) referenced in the contract or agreement. ▪ The actual physical location or locations where the construction will remain when the work has been completed. ▪ To adjacent or nearby property used by the contractor which can reasonably be included because of proximity. ▪ Work performed off the “site of work” is not subject to Davis-Bacon. For example, fabrication at a contractor’s pre-existing yard or shop is not covered.

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The Copeland Act

aka "The Anti-Kickback" Act

Prohibits contractor's from making an employee give up any part of their entitled pay.

- Requires that workers be paid weekly.
- Requires contractors to submit weekly certified payroll with a signed "statement of compliance".

Royal S. Copeland, New York.

Signed into law June 13, 1934

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Contract Work Hours and Safety Standards Act

- Also known as **CWHSSA**
- Applies to federally assisted construction contracts **over \$100,000**.
- **Requires contractors to pay laborers and mechanics overtime pay for all hours worked over 40 hours in a work week.**
- Violations carry a liquidated damages penalty of **\$27** per day.

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	<h2>Related Acts</h2> <ul style="list-style-type: none"> ▪ CDBG (UDAG/EDI/BEDI/Sec 108): Housing and Community Development Act of 1974, as amended (HCDA); Section 110 ▪ HOME: National Affordable Housing Act of 1990 (NAHA); Section 286 ▪ PHA: U. S. Housing Act of 1937, as amended (USHA) Section 12 ▪ TDHE: Native American Housing Assistance and Self-Determination Act of 1996, as amended, Section 104(b) ▪ FHA: Multifamily Housing Programs – National Housing Act of 1934, Section 212(a)
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	<h2>Rental Assistance Demonstration (RAD)</h2> <p>The development of project-based voucher projects with nine (9) or more assisted units are required to comply with Davis-Bacon wage and reporting requirements.</p> <p>With respect to RAD conversions, HUD will proceed as follows:</p> <p>RAD I Any Public Housing or Moderate Rehabilitation projects undergoing a RAD conversion <i>must comply</i> with Davis-Bacon wage and reporting requirements.</p> <p>RAD II Rent Supplement, Rental Assistance Payment, and Moderate Rehabilitation properties converting to tenant-based voucher assistance under this component must utilize Davis-Bacon wages if they are approved <i>after</i> December 31, 2014.</p>

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Demolition

In most cases, demolition is not covered by Davis-Bacon unless it will be followed by a Davis-Bacon covered construction.

Davis-Bacon coverage is based on knowledge that there will be subsequent construction and that the subsequent construction work will be covered by Davis-Bacon.

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Public Housing

Professional services are **exempt** from Davis-Bacon requirements:

- Periodic inspections or testing of equipment
- Testing for Lead-Based Paint
- Warranty Inspections
- Installation, service or maintenance of leased equipment, fixtures or appliances
- Inspections, maintenance or service on equipment or fixtures owned by a utility

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	<h1>Public Housing</h1> <p>All construction, rehabilitation and maintenance work performed on public housing properties are covered by some type of prevailing wage requirement.</p> <p>The three categories of prevailing wages are:</p> <ul style="list-style-type: none"> ▪ Davis-Bacon (for all development work) ▪ HUD-Determined Maintenance Wage Rates (agency maintenance staff) ▪ HUD-Determined Routine/Non-Routine Maintenance Wage Rates (contracted maintenance work)
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Development

- New construction
- Reconstruction
- A substantial improvement in the quality or kind of original equipment and materials
- Or remodeling that alters the nature or type of housing units falls within the purview of "development" (24 CFR 968.203).

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Contract Requirements

Davis-Bacon/Development Work

Federal Labor Standards Provisions obligate the contractor to comply with the Davis-Bacon Wage Decision, reporting requirements and provide remedies and sanctions should violations occur.

Each covered Davis-Bacon bid package and contract for construction/development must contain:

- Current Wage Decision (<https://beta.sam.gov/>)
- Federal Labor Standards Provisions
 - HUD-5370-EZ (contracts under \$150,000)
 - HUD-5370 (for contracts over \$150,000)

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General Contract Conditions for Small Construction/Development Contracts

Applicability. The following contract clauses are applicable and shall be included in all small construction/development contracts, greater than \$2,000 but not more than \$150,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370.

The Contractor is prohibited from placing a lien on the PIA's property. This prohibition shall apply to all subcontractors at any tier of the contract. The surety on the bond for the PIA's property shall be the Contractor or Trust or other form approved by HUD.

2. Disputes

(a) Disputes arising under the Labor Standards Clause, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof, which are not subject to arbitration, shall be subject to a written decision by the Contracting Officer.

(b) The Contracting Officer shall, within 30 days of the date the dispute is filed, notify the Contractor of the date by which the decision will be made.

(c) The Contractor shall file a final written claim with the Contracting Officer within 30 days after receipt of the Contracting Officer's decision.

(d) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute for relief, claim, or otherwise, in accordance with the terms of the contract, and comply with any decision of the Contracting Officer.

3. Defaults

(a) If the Contractor refuses or fails to commence the work, or any required part thereof, within the time specified in this contract, or any extension of time granted by the Contracting Officer, or if at any time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work for nonperformance, or if the Contractor fails to commence the work, the PIA may take over the work and complete it by contract or otherwise, and shall be entitled to payment for the work so performed, and plant on the work site necessary for completing the work, and shall be entitled to payment for any damage to the PIA resulting from the Contractor's refusal or failure to commence the work, or for any termination. Whether or not the Contracting Officer's right to proceed with the work is terminated, this liability includes any increased costs incurred by the PIA in completing the work.

U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB Approval No. 2577-0157 (exp. 9/30/2020)

- (b) The Contractor's right to proceed shall not be terminated or the contract otherwise terminated if:
 - (1) The delay in completing the work arises from the inaction or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such inaction or negligence, takes steps to correct the inaction or negligence. The Contracting Officer may, in the judgment of the Contracting Officer, terminate the contract if the inaction or negligence continues for a period of 30 days. If, in the judgment of the Contracting Officer, the findings of fact warrant such termination, the Contracting Officer may, in the judgment of the Contracting Officer, terminate the contract by written modification to the contract. The findings of the Contracting Officer shall be in writing and shall be subject to the provisions of the Disputes Clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or the delay was not due to the rightlessness of the Contractor, the name of the person or entity to whom the termination had been for convenience of the PIA.

5. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that the performance of the work or any part thereof, or the termination shall be affected by delivery to the Contractor of a notice of Termination specifying the extent to which the performance of the work or any part thereof has been completed and the date upon which such termination becomes effective.

(b) The Contracting Officer may terminate this contract in part, if the PIA shall be liable for reasonable costs resulting from the termination of the contract, and the PIA receives by the PIA of a properly presented claim setting out in detail the amount of costs incurred by the PIA in terminating less the total amount of contract payments made to the Contractor or by the Contractor to the subcontractor or supplier, and the amount of any amounts paid by the PIA for settling and paying claims under subcontractors and material and labor contracts for work performed and materials and supplies required for the work, and the amount of any amounts paid by the PIA to the Contractor or by the Contractor to the subcontractor or supplier.

(c) The Contracting Officer may terminate this contract if the work has been substantially completed, and the PIA has already performed under the PIA or assigned the possession of the work to another party, and the PIA has paid the estimated cost of legal and accounting services reasonably incurred by the PIA in terminating the contract, and the PIA, and (5) an amount constituting a reasonable profit on the work.

(d) The Contracting Officer will act on the Contractor's claim for termination of the contract unless otherwise directed by the Contractor's claim for termination.

(e) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

(f) Before commencing work, the Contractor and each subcontractor shall furnish the PIA with certificates of insurance during the life of the contract in force and will insure all operations under the Contract.

HUD-5370-EZ

- General Contract Conditions for Small Construction/Development Contracts
- Applicable to contracts greater than \$2,000 but not more than \$150,000.
- Incorporate in bid specifications and contract documents.

<https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-EZ.pdf>

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	<p>General Conditions for Construction Contracts - Public Housing Programs</p> <p>U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB Approval No. 2577-0157 (exp. 11/30/2023)</p> <p>Applicability. This form is applicable to any construction/development contract greater than \$150,000.</p> <p>Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information required is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grants, procurement, implementation at HUD in 2 CFR 200, and these requirements are found in Section 3 of the Housing and Urban Development Act of 1968 and in Section 101 of the Consolidated Appropriations Act, 2010 (P.L. 111-117). This form is used by the Office of Public and Indian Housing for contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce these contracts. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.</p> <table border="1" data-bbox="274 544 812 819"> <thead> <tr> <th>Clause</th><th>Page</th><th>Clause</th><th>Page</th></tr> </thead> <tbody> <tr><td>1. Definitions</td><td>2</td><td>Administrative Requirements</td><td>6</td></tr> <tr><td>2. Owner's Responsibility for Work</td><td>2</td><td>Contract Period</td><td>9</td></tr> <tr><td>3. Arbitration & Duties, Responsibility and Authority</td><td>2</td><td>Contract Assignment</td><td>9</td></tr> <tr><td>4. 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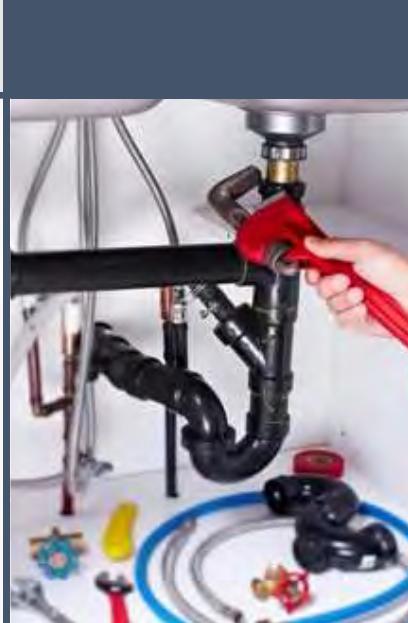
Methods of Incorporation

The Federal labor standards provisions and prevailing wage decisions can be incorporated in bid specifications and contracts by one of the following:

- by hard copy
- Incorporated into other documents
- by reference

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<h2>Routine Maintenance</h2> <p>Work that involves the regular upkeep and preservation of buildings, grounds, and facilities. Maintenance may include, but is not limited to:</p> <ul style="list-style-type: none"> ▪ Grounds keeping/janitorial work ▪ Patching and/or finishing of interior and exterior walls and other surfaces ▪ The preservation, inspection and general upkeep of electrical, plumbing, and heating and air conditioning systems. 	
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	<h2>Non-Routine Maintenance</h2> <p>Work ordinarily performed regularly to maintain the property but has become substantial in scope.</p> <p>Examples:</p> <ul style="list-style-type: none"> ▪ Contracted Lawn Maintenance ▪ Contracted Snow Maintenance ▪ Contracted Unit Turnover ▪ Contracted Hazardous Material Removal (Methamphetamine Clean-Up)
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Contracted Maintenance Work for Routine and Non-routine Agreements

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<p>General Conditions for Non-Construction Contracts Section II – (With Maintenance Work)</p> <p>Public Reporting Button for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, data gathering, completing and reviewing the collection of information. HUD may not implement a collection and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.</p> <p>Applicability. This Form HUD-5370-C has 2 Sections. These sections must be inserted into non-construction contracts as described below:</p> <ol style="list-style-type: none"> 1) Non-construction contracts (without maintenance) (greater than \$150,000 but less than \$2,000 but not less than \$100) 2) Maintenance contracts (including nonroutine maintenance as defined in Section II (with Maintenance Work) and 3) Maintenance contracts (including nonroutine maintenance), (use Section II and B – see Sections and B) <p>Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000.</p> <p>1. Minimum Wages. (a) All maintenance laborers and mechanics employed under the wage determination of the project shall receive compensation unconditionally and not less often than semi-monthly, and without deduction, for all hours worked, in accordance with the law or regulations, the full amount of wages due, including those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto. The Contractor shall pay to each laborer and each mechanic what he paid the appropriate wage rate for the work performed, without regard to skill. Laborers or mechanics performing work which is not specifically set forth in the wage determination at the rate specified for each classification shall receive compensation at the rate specified for the classification of the employee's pay records accurately set forth the time spent on the work performed and the rate paid for the work. The wage determination, including any additional classifications and any wage rates, shall be set forth in a prominent and accessible place where it can be easily read.</p> <p>(b) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the wage determination, shall be paid the appropriate wage rate. The wage determination, HUD shall approve an additional classification and the wage rate for such class or classes have been met.</p> <p>(1) The work to be performed by the classification, the wage rate, and the classification.</p> <p>(2) The classification is utilized in the area by the employer.</p> <p>(3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.</p> <p>(4) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work.</p> <p>2. Withholding of Funds. The Contracting Officer, upon further own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor, or any subcontractor, the amount of money necessary to pay HUD-determined wage rates, with the same prime Contractor, or any subcontractor, to whom the work is assigned, if it is considered necessary to pay laborers and mechanics employed by the prime contractor or subcontractor, the amount of money required by this clause. In the event of failure to pay any labor or mechanics employed by the prime contractor or subcontractor the wages required under this Contract, the Contracting Officer or HUD may, after notice to the Contractor or subcontractor, take such action as may be necessary to cause the prime contractor or subcontractor to pay any amounts due to the Contractor or subcontractor or to whom they are due.</p> <p>3. Records. (a) The Contractor and each subcontractor shall make and retain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:</p> <ol style="list-style-type: none"> (i) Name, address and Social Security Number; (ii) Rate of pay; (iii) Hours worked; (iv) Hourly rate or rates of minimum wages paid; (v) Rate or rates of any fringe benefits provided; (vi) Gross wages earned; (vii) Gross wages earned; (viii) Actual wages paid. <p>(b) The Contractor and each subcontractor shall make the records required under paragraph (3) available for inspection and copying by HUD, the Contracting Officer, or authorized representatives of HUD or the HA and shall permit such inspection and copying during the hours of regular working hours on the job. If the Contractor or any subcontractor fails to make the records available to the Contracting Officer or designee may, after written notice to the Contractor, take such action as may be necessary to cause the Contractor or subcontractor to pay any further payment, advance or guarantee of funds.</p> <p>4. Apprentices and Trainees. (a) Apprentices and trainees will be permitted to work at less than the prescribed rate for the work they perform; whereupon the employer shall cause to be paid to the apprentices or trainees:</p> <ol style="list-style-type: none"> (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of 	<p style="text-align: center;">U.S. Department of Housing and Urban Development Office of Public and Indian Housing Office of Labor Relations OMB Control Number 2527-0157 (exp. 11/05/2023)</p> <p style="text-align: center;">in the classification under this Contract from the first day on which work is performed in the classification.</p> <p style="text-align: center;">HUD-5370-C</p>
<p>Section II – Page 1 of 3</p> <p style="font-size: small;">Item HUD-5370-C (1/2014)</p>	

<https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-C2.pdf>

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		37																					

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	<h2 style="margin: 0;">Contracted Maintenance Work</h2> <p style="margin: 0;">HUD-Determined Rates</p>	
	<p>Employers <u>do not</u> have to:</p> <ul style="list-style-type: none"> ▪ Submit Certified Payrolls ▪ Pay Wages Weekly ▪ Statements of Compliance is NOT required <p>Employers <u>are required</u> to:</p> <ul style="list-style-type: none"> ▪ Pay employees the full amount of wages due ▪ Retain records demonstrating compliance 	
	38	

38

	<h2>Contracted Maintenance Work</h2> <p>HUD-Determined Rates</p>
	<p>For each laborer and mechanic employed, the records must contain:</p> <ol style="list-style-type: none"> 1. Employee(s) name and work classification 2. Hourly rates and fringe benefits 3. Number of daily and weekly hours worked 4. Gross wages earned and any deductions taken 5. Actual wages paid

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	<h2>Contracted Maintenance Work</h2> <p>HUD-Determined Rates</p>
	<p>Compliance Monitoring and Employee Interviews:</p> <ul style="list-style-type: none"> ▪ Housing Authority's shall perform contractor compliance monitoring as appropriate. ▪ Compliance monitoring shall include conducting employee interviews. 

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	<h2>Maintenance Wage Rate Determination</h2>
	<p>Section 12(a) of the U.S. Housing Act of 1937 (USHA), as amended, provides that maintenance laborers and mechanics employed in the operation of Public Housing Agencies (PHA's) be paid not less than the wages prevailing in the locality as determined or adopted by the Department of Housing and Urban Development.</p> 

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	<h2>Maintenance Wage Rate Determination (MWRD)</h2> <ul style="list-style-type: none"> ▪ MWRDs are due 60 days before the beginning of your fiscal year. ▪ Housing authority may utilize one of several processes to determine prevailing rates: <ul style="list-style-type: none"> ▪ Employer Survey ▪ Collective Bargaining Agreement ▪ Adoption ▪ DOL Occupational Employment Statistics found to be prevailing in your area ▪ Recommended schedule is representative of the prevailing wage rates in the locality or a combination of the above.

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Maintenance Wage Rate Determination (MWRD)

When submitting your agency's maintenance classification and wage information, please include:

- Copy of current position description(s) for each maintenance classification.
- Use the following form(s) to submit classification/wage information:
 - HUD-4750 - Maintenance Wage Rate Recommendation and Certification
 - HUD-4751 - Survey of Prevailing Wage Rates
 - HUD-4752 - Wage Rate Survey Summary Sheet

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HUD-52158

- Issued every two years depending on your agency's fiscal year start for Routine Maintenance.
- Must be posted in an area where maintenance staff can see their wages.

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	<h2>Force Account Workers</h2> <p>The agency's own employees (regular or temporary) that perform construction or maintenance work.</p> <ul style="list-style-type: none"> ▪ <u>Covered</u> by prevailing wages ▪ Weekly payment, certified payrolls and CWHSSA not required.
45	45

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<h2>Force Account Workers</h2> <p>The PHA (when utilizing its own staff) does not have to:</p> <ul style="list-style-type: none"> ▪ Pay Overtime under CWHSSA (overtime still covered under FLSA) ▪ Pay Weekly Wages ▪ Submit Certified Payrolls <p>The PHA does have to:</p> <ul style="list-style-type: none"> ▪ Maintain records demonstrating compliance <p>Note: Compensatory time in lieu of overtime is acceptable.</p>	46

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WAGE DECISIONS

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Wage Decision

A wage decision is a document listing a minimum wage rate and fringe benefit for each classification DOL has determined prevailing in a specific area based on the type of construction.

- May be modified periodically
- Must be included in bid and contract documents
- Must be incorporated in prime & sub-contracts
- Must be posted at the job site in an area accessible to all workers and protected from the weather.

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Residential Wage Decision

The construction, alteration, or repair of single-family houses or apartment buildings of no more than four (4) stories in height. This includes incidental items such as site work, parking areas, utilities, streets and sidewalks.

- Apartment buildings 4 stories or less
- Multi-family houses (8 or more)
- Single family houses (8 or more under one contract)
- Town or row houses

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Building Wage Decision

The construction of sheltered enclosures for the purpose of housing persons, machinery, equipment or supplies. Structures need not be habitable to be considered building construction.

- Apartment buildings five (5) stories and up
- Commercial buildings
- Alteration or addition to buildings
- Remodeling, repairing & renovating buildings
- Shelters
- Warehouses
- Fire stations

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Highway Wage Decision

The construction, alteration, or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects that are not incidental to building or heavy construction.

- Curbs
- Sidewalks
- Parking lots
- Street paving
- Street reconstruction

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Heavy Wage Decision

The construction on projects that cannot be classified as building, residential, or highway.

- Water mains
- Water wells
- Water storage tanks
- Sewers (sanitary, storm, etc.)
- Parks and playgrounds
- Flood control
- Drainage projects

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Davis-Bacon Wage Decision: <https://beta.sam.gov/>

The Official U.S. Government System for:

- Contract Opportunities (was fbo.gov)
- Assistance Listings (was cfda.gov)
- Contract Data (Reports ONLY from fpds.gov)
- Wage Determinations (was wdo.l.gov)

Select Domain...
Assistance Listings
Contract Opportunities
Federal Hierarchy
Wage Determinations
find?

Wage Determinations e.g. 1606N020Q02

Select Wage Determinations, then enter the County Name and State or the wage decision number if known.

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Davis-Bacon Wage Decision: <https://beta.sam.gov/>

Showing 1 - 25 of 689 results		Sort by
<input type="checkbox"/>	Davis-Bacon Act WD #: VA20210126	DBA Wage Determination
State	Virginia	Modification Number
Filter By	Counties	Construction Types
Wage Determination Number	Henrico, Richmond*	Published Date
Keywords	Highway	
"Richmond, VA"	Jan 1, 2021	
Status	DBA Wage Determination	
<input checked="" type="checkbox"/> Active	Modification Number	
<input type="checkbox"/> Inactive	0	
Published Date	Construction Types	
Anytime	Residential	
Reset	Published Date	

Davis-Bacon Act WD #: VA20210139

State: Virginia, Counties: Henrico, Richmond*

Davis-Bacon Act WD #: VA20210049

State: Virginia, Counties: Henrico, Richmond*

Davis-Bacon Act WD #: VA20210049

State: Virginia, Counties: Henrico, Richmond*

Click on the wage determination number.

54

	<p>Davis-Bacon Wage Decision: https://beta.sam.gov/</p> <p>Document</p> <p style="text-align: right;">Download Print</p> <p>"General Decision Number: VA20210139 01/01/2021" (circled in red)</p> <p>Superseded General Decision Number: VA20200139</p> <p>State: Virginia</p> <p>Construction Type: Residential</p> <p>Counties: Henrico and Richmond* Counties in Virginia.</p> <p>*INDEPENDENT CITY</p> <p>RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).</p>	
	<p>Print and/or save Wage Decision for contract documents and file.</p>	

55

	<p>Davis-Bacon Wage Decision: https://beta.sam.gov/</p> <table border="1"> <tr> <td>Wage Determination</td><td>Modification Number</td><td>Publication Date</td></tr> <tr> <td>Overview</td><td>0</td><td>01/01/2021</td></tr> <tr> <td>Document History</td><td colspan="2">30VA2012-002 08/08/2014</td></tr> <tr> <td></td><td>Rates</td><td>Fringe</td></tr> <tr> <td></td><td>CARPENTER.....\$ 17.00</td><td>0.00</td></tr> <tr> <td></td><td>ELECTRICIAN.....\$ 15.75</td><td>0.00</td></tr> <tr> <td></td><td>LABORER: Common or General.....\$ 9.50</td><td>0.00</td></tr> <tr> <td></td><td>OPERATOR: Loader.....\$ 18.75</td><td>0.00</td></tr> <tr> <td></td><td>PAINTER (Brush and Roller).....\$ 10.17</td><td>0.00</td></tr> <tr> <td></td><td>PLUMBER.....\$ 19.84</td><td>3.38</td></tr> <tr> <td></td><td colspan="2">-----</td></tr> <tr> <td></td><td colspan="2">WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.</td></tr> <tr> <td></td><td colspan="2">-----</td></tr> </table> <p>Note: Include Modification Number when referencing a wage decision.</p>	Wage Determination	Modification Number	Publication Date	Overview	0	01/01/2021	Document History	30VA2012-002 08/08/2014			Rates	Fringe		CARPENTER.....\$ 17.00	0.00		ELECTRICIAN.....\$ 15.75	0.00		LABORER: Common or General.....\$ 9.50	0.00		OPERATOR: Loader.....\$ 18.75	0.00		PAINTER (Brush and Roller).....\$ 10.17	0.00		PLUMBER.....\$ 19.84	3.38		-----			WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.			-----		
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	<p>VA20210139 Mod 0 dated 1/02/2021</p>																																								

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Additional Classification Request

HUD Form 4230A: Also referred to as a “conformance”. If the work classification(s) needed is not listed on the wage decision, you will need to request an additional classification and wage rate.

- Review wage decision for missing classifications
- Discuss with contractors early
- Submit requests after contract award
- HUD will respond in writing
- Post new classification & rate
- Make restitution payment if necessary

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HUD-4320A

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE		HUD FORM 4320A GSA Approved Item No. 4320A-1 (Rev. 07-12-2011)	
1. FROM (name and address of requesting agency)		2. PROJECT NAME AND NUMBER	
		3. LOCATION OF PROJECT (City, County and State)	
4. BRIEF DESCRIPTION OF PROJECT		5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify)	
6. WAGE DECISION NO. (Include modification number, if any)		DATE OF WAGE DECISION:	7. WAGE DECISION EFFECTIVE DATE (Clock-Ins):
<input checked="" type="checkbox"/> COPY ATTACHED			
8. WORK CLASSIFICATION(S)		HOURLY WAGE RATES BASIC WAGE FRINGE BENEFITS(S) (if any)	
9. PRIME CONTRACTOR (name, address)		10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)	
11. SIGNATURE		12. DATE	13. Is: <input type="checkbox"/> Agree <input type="checkbox"/> Disagree
Check All That Apply: <input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. <input type="checkbox"/> The proposed classification is utilized in the area by the construction industry. <input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. <input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). <input type="checkbox"/> Supporting documentation attached, including applicable wage decision.			
Check One: <input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested. <input type="checkbox"/> One or more classifications fail to meet all criteria. DOL decision requested.			
Agency Representative <small>(Type name and signature)</small>		Date <small>Phone Number</small> <small>FOR HUD USE ONLY LR2000:</small> Log in: Log out:	
<small>AGGREGATE OF 10. INDIVIDUAL SIGNED IN COUNTERPART</small>			

- Complete numbers 1-10.
- Check any of the boxes that apply under “Check All That Apply”.
- Email the form along with the wage decision used for the project to the Office of Davis-Bacon Labor Standards (DBLS).
- DBLS submits the request to DOL and notifies you by email of DOL's approval or exception (could take over 30 days).
- Contractors can pay the employee(s) the rates cited on the request until advised otherwise.
- If the DOL does not approve the request, you will be notified about what wage rate should be used for the work in question.

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	<h2>Wage Decision “Lock-In”</h2>
	<p>Competitively Bid Contracts</p> <ul style="list-style-type: none"> Lock-in on bid opening date <i>provided</i> contract is awarded within 90 days Must update wage decision if contract is awarded more than 90 days after bid opening Modifications published less than 10 days before bid opening are not applicable if there is insufficient time to notify bidders <p>Negotiated Contracts</p> <ul style="list-style-type: none"> Lock-in at contract award date or construction start date, whichever occurs first.

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	<h2>Contractor Eligibility</h2> <p>The agency must verify the eligibility of the prime contractor prior to initial closing or contract award on-line at:</p> <p>System for Award Management (SAM): www.sam.gov</p> <ul style="list-style-type: none"> The agency should make a record of the verification for the project file. Any contract awarded to a contractor found ineligible must be terminated immediately.

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System for Award Management: www.sam.gov

[View assistance for SAM.gov](#)

Search Records

Search Tips to Get Started:

- Looking for entity registration records or entity exclusion records in SAM? Use **Quick Search** if you know an entity's Business Name, DUNS Number or CAGE Code. Use **Advanced Search** to structure your search using multiple categories and criteria.
- Are you a Federal government employee? Create a SAM user account with your government e-mail address and log into SAM before searching to see FOUO information and registrants who chose to opt out of the public search.
- Conducting small business-focused research? In addition to what is contained in SAM, small businesses can provide the Small Business Administration (SBA) supplemental information about themselves. Use the [SBA's Dynamic Small Business Search](#) to conduct further market research.
- Trying to find a contractor participating in the Disaster Response Registry? Use the **Disaster Response Registry Search** to locate contractors willing to provide debris removal, distribution of supplies, reconstruction, and other disaster or emergency relief services in the event of a national disaster.

Choose Quick Search or Advanced Search

QUICK SEARCH:

(Example of search term includes the entity's name, etc.)

DUNS Number Search:

CAGE Code Search:

SEARCH Need Help?

ADVANCED SEARCH:

Use specific criteria in multiple categories to structure your search.

ADVANCED SEARCH - ENTITY

ADVANCED SEARCH - EXCLUSION

DISASTER RESPONSE REGISTRY SEARCH

Search Records Disclaimers FAPIIS.gov

Enter Prime Contractor name and click SEARCH

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System for Award Management: www.sam.gov

[View assistance for SAM.gov](#)

Search Results

Your search results represent the broadest set of records that match your search criteria. You may get entity registration records that are still in progress or have been submitted, but not yet activated. Check the status of each record.

Of note, some entities choose to opt out of public display. Even if they are registered in SAM, you will not see their entity registration records in a public search. You can only see them if you log in as a Federal Government user.

You can refine your search results. If you used the Quick Search, select the search filters on this page. If you used one of the Advanced Search options, select the Edit Search button.

If you want to perform a new search, use the Clear button to remove your current search results. If you are logged in with your SAM User Account, you can save your search criteria to run again later using the Save Search button.

[NOTE: Please read this important message when searching for exclusion records.](#)

Current Search Terms: BECO CONSTRUCTION COMPANY, INC.*

Clear Search

Total records: 0 Save PDF Export Results Print

Result Page: Sort by Relevance Order by Descending

Your search for BECO CONSTRUCTION COMPANY, INC.* returned the following results...

No records found.

FILTER RESULTS

By Record Status

Active Inactive

By Record Type

Entity Registration Exclusion

Print results and place in contract file.

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	<h2>Provide Contractor Training</h2>
	<ul style="list-style-type: none">▪ Make certain the contractor understands the requirements for Davis-Bacon compliance.▪ Discuss request for Additional Classifications early.▪ Refer contractor to <i>A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects</i>. 

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	<h2>CONTRACTOR RESPONSIBILITIES</h2>

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<h2>Prime Contractor</h2> <ul style="list-style-type: none"> ▪ Responsible for compliance of all employers ▪ Sub-contractors communicate through prime ▪ Include labor provisions & wage decision in all sub-contracts ▪ Provide sub-contractors with forms and guidance ▪ Reviews all payrolls for accuracy ▪ Submits certified payrolls for own employees and sub-contractors timely 	
65	65

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<h2>Subcontractor Contractor</h2> <ul style="list-style-type: none"> ▪ Prepares & submits certified weekly payrolls to Prime ▪ Instruct sub-tier of responsibilities ▪ Request additional classifications through Prime 	
66	66

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Required for all Contractors

- Pay according to required classifications and rates
- Permit access to employees during work
- Retain records documenting compliance for three years after project completion



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WORK CLASSIFICATIONS

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Laborers and Mechanics



The terms "laborers" and "mechanics" include those workers whose duties are manual or physical. Generally, mechanics are considered to include any worker who uses tools or who is performing the work of a recognized trade.

- Supervisors or Working Foreman are covered if they spend 20% or more of their time performing laborer or mechanic duties at the job site.
- Relatives who are performing work must be paid the required wage for the classification of job performed and must be included on payrolls.

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Working Owner

An owner who has no employees is not authorized to sign his/her own payroll and Statement of Compliance. Instead, must be listed on the prime or subcontractor for whom they have executed a "contract" for services.

Owners of businesses working with their crew may certify to the payment of their own wages as well as their employee's wages. Owners need only list their name, work classification including "owner," and the daily and total hours worked. Owners *do not* need to list a rate of pay or amounts earned.



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	<h2>Construction Cleaning</h2> <p>Cleaning performed during construction is subject to prevailing wage provisions.</p> <p>If a cleaning classification is not listed on the wage decision, cleaners must be paid the rate for unskilled laborers.</p>
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	<h2>Split Classifications</h2> <p>An employee may perform work in more than one classification provided, the employer maintains accurate time records of the time spent in each classification of work performed.</p> <p>If accurate time records are not maintained, the employee shall be compensated at the highest of all wage rates for the classifications in which work was performed.</p>
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	<h2>Apprentices</h2> <p>Only apprentices registered in an approved program may be paid less than the wage rate listed on the wage decision for their work classification.</p> <p>Approved programs are those which have been registered with the Department of Labor (DOL) or DOL recognized State Apprenticeship Agency.</p> <p>The first payroll on which any apprentice appears should include:</p> <ul style="list-style-type: none"> ▪ A copy of that apprentice's registration in an approved program. ▪ A copy of each apprenticeship agreement. ▪ A copy of the portions of the approved program pertaining to the wage rates and ratios. <p>Note: A worker who is not registered in an approved program must be paid the full journeyman's rate.</p>
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	<h2>Material Delivery</h2> <ul style="list-style-type: none"> ▪ Material delivery truck drivers who come onto the site of work merely to drop off or pick up construction materials are not covered if the time spent on the site of work is not more than de minimis. ▪ De Minimis Rule: If the driver is not working exclusively on the site of work, to be covered by Davis-Bacon, the time spent working on site must be more than de minimis (20% or more of the work week). ▪ It is highly recommended that drivers keep track of their time in a manner that will assist in determining if 20% of their work week is spent on the 'site of work' (de minimis).

74

	<h2>Truck Drivers</h2> <ul style="list-style-type: none"> ▪ Covered if driving on the “site of the work” ▪ Covered if working exclusively on the “site of the work” ▪ Not covered if only loading/unloading on the “site of the work” ▪ Not covered if driving off the “site of the work” between Davis-Bacon site and commercial facilities ▪ Truck “owner-operators” must be reported on the prime’s (responsible employer’s) weekly payrolls but unlike other classifications, do not need to show the hours worked or rates, only the notation ‘Owner-operator’.
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<h2>Construction Site</h2> <ul style="list-style-type: none"> ▪ Covered if working at the “site of work” ▪ Loading from a ‘Stockpile’ while on the ‘site of work’ can exceed the de minimis (20% or more of the work week). ▪ Dumping material alone, more than likely will NOT exceed de minimis (20% or more of the work week). ▪ Trucks ‘lined up’ waiting to be loaded, can exceed the de minimis (20% or more of the work week). 	   
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<h2>Volunteers</h2> <ul style="list-style-type: none"> ▪ Perform services voluntarily ▪ Do not receive compensation ▪ May receive expenses, or a nominal fee ▪ Not otherwise employed on the project ▪ Note the project file, have volunteer sign 	
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78		PAY ADMINISTRATION

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	<h2>Davis-Bacon Wage Rates</h2>
	<p>The wage decision will list a minimum basic wage or basic wage plus fringe benefits. Pay wage rates at or above those on wage decision for classification of work performed.</p> <p>If the wage decision requires \$10 per hour + \$5 per hour fringe benefits, you must pay no less than \$15 per hour. You can meet this obligation in several ways, as long as you meet the total amount:</p> <ul style="list-style-type: none"> ▪ \$10 basic plus + \$5 fringe benefits. ▪ \$12 basic plus + \$3 fringe benefits. ▪ \$9 basic plus + \$6 fringe benefits

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	<h2>Fringe Benefits</h2> <ul style="list-style-type: none"> ▪ Can include employer contributions to health insurance premiums, retirement contributions, life insurance, vacation & sick leave, etc. ▪ Contractor must identify on Statement of Compliance if fringe benefits are paid or are not paid ▪ Unfunded plans: Contractor must obtain DOL approval

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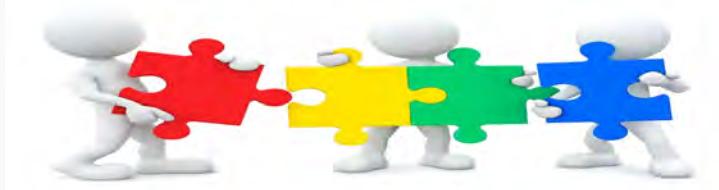
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	<h2>NOT Fringe Benefits</h2> <ul style="list-style-type: none"> ▪ Workers' compensation ▪ Unemployment compensation ▪ Social Security ▪ Employer payments or contributions required by Federal, State or local laws ▪ Use of company truck ▪ Holiday bonus
	 <p>81</p>

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	<h2>Overtime</h2> <ul style="list-style-type: none"> ▪ For all hours worked over 40 per week ▪ Paid at 1½ times the regular rate of basic pay plus the straight-time rate of fringe benefits ▪ Applies to hours worked on covered project  <p>82</p>

82

	<h2>Piece Work</h2> <ul style="list-style-type: none"> ▪ Convert to hourly wage rate ▪ Total weekly wages ÷ hours worked = effective hourly wage rate <ul style="list-style-type: none"> ▪ $\\$1000 \div 40\text{hrs} = \\25 per hour ▪ It is important that contractors keep good records of hours worked 
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	<h2>Pay Deductions</h2> <p>Allowable deductions include employee obligations for:</p> <ul style="list-style-type: none"> ▪ Income taxes and Social Security payments ▪ Insurance premiums ▪ Retirement and savings accounts ▪ Any other legally-permissible deduction authorized by the employee. ▪ Those deemed permissible by 29 Code of Federal Regulations (CFR) Part 3. Deductions not provided must be approved by the DOL

84

Certified Payroll Basics

- Contractors are required to submit weekly certified payrolls to document compliance with prevailing wage requirements.
- The Statement of Compliance is required for each employer's weekly certified payroll. It is located on the reverse side of a standard payroll form (WH-347).
- Make sure the payroll is signed with an original signature.
- Must be signed by a principal of the firm or by an authorized agent (authorized by a principal in writing to sign the payroll reports).

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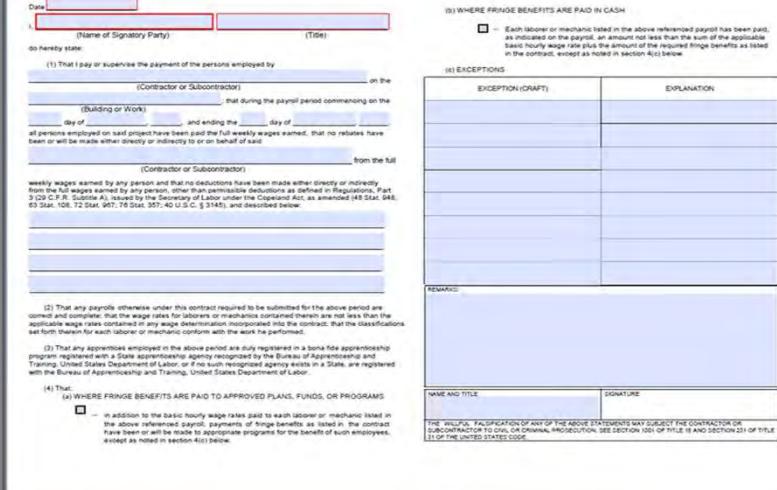
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WH-347

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

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87	<p>The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347).</p> <p>Be sure the identifying information at the top is completed, particularly if attaching the Statement of Compliance to an alternate payroll form such as a computer payroll.</p>
	

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88	<h2 style="text-align: center;">Common Payroll Errors</h2> <ul style="list-style-type: none"> ▪ Missing documentation for Apprentices and Trainees ▪ Classification errors ▪ Copy or fax Statement of Compliance ▪ Frequent computation errors ▪ Incomplete payrolls ▪ Other deductions not identified ▪ Overtime violations ▪ Unauthorized signature on Statement of Compliance ▪ Wage rate errors <div style="text-align: right; margin-top: 20px;">  </div>

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COMPLIANCE AND ENFORCEMENT

89

Davis-Bacon Posters

The Davis-Bacon poster, and a copy of the applicable Davis-Bacon wage decision, must be displayed at the job site of every project subject to Davis-Bacon wage requirements.

Websites for the English and Spanish versions of poster:

(WH-1321) Davis-Bacon Poster (English):

<https://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>

(WH-1321) Davis-Bacon Poster (En Español):

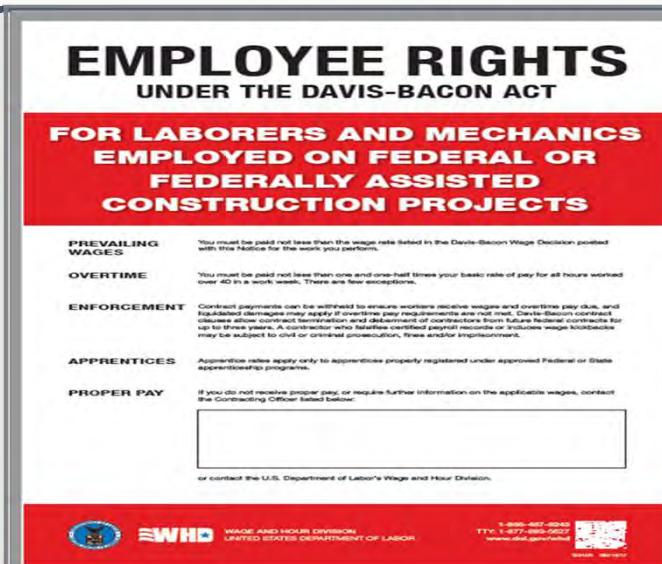
<https://www.dol.gov/whd/regs/compliance/posters/davispan.pdf>

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Must be displayed at the job site of every project subject to Davis-Bacon.

Also available in Spanish.



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Project Wage Rate Sheet

(HUD-4720)

This sheet is a one-page transcript that will show only the classifications and wage rates for a project.

- Easy for workers to see if they are paid properly
- Ready reference for the contract administrators reviewing payroll reports
- Should be prepared after the wage decision has been "locked-in"

Project Wage Rate Sheet		U.S. Department of Housing and Urban Development Office of Labor Relations			
Project Name:		Wage Decision Number/Modification Number:			
Project Number:		Project County:			
Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Laborers' Fringe Benefits: Group B	\$ _____
Crane Operators	_____	_____	\$ _____	_____	TOTAL WAGE
Carpenters	_____	_____	\$ _____	_____	\$ _____
Common Masons	_____	_____	\$ _____	_____	\$ _____
Ornamental Handers	_____	_____	\$ _____	_____	\$ _____
Electricians	_____	_____	\$ _____	_____	\$ _____
Iron Workers	_____	_____	\$ _____	_____	\$ _____
Painters	_____	_____	\$ _____	OPERATORS FRINGE BENEFITS: GROUP B BHRS	\$ _____
Plumbers	_____	_____	\$ _____	_____	TOTAL WAGE
Plasterers	_____	_____	\$ _____	_____	\$ _____
Sheet Metal Workers	_____	_____	\$ _____	_____	\$ _____
Solid Floor Layers	_____	_____	\$ _____	_____	\$ _____
Tapers	_____	_____	\$ _____	_____	\$ _____
Tee Setters	_____	_____	\$ _____	TRUCK DRIVERS FRINGE BENEFITS: GROUP B BHRS	\$ _____
OTHER CLASSIFICATIONS	_____	_____	\$ _____	_____	\$ _____
_____	_____	_____	\$ _____	_____	\$ _____
_____	_____	_____	\$ _____	_____	\$ _____
_____	_____	_____	\$ _____	_____	\$ _____
ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)					
Work Classification	Basic Hourly Rate	Fringe Benefits	Total Hourly Wage Rate	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL
_____	_____	_____	\$ _____	_____	_____
_____	_____	_____	\$ _____	_____	_____
_____	_____	_____	\$ _____	_____	_____
_____	_____	_____	\$ _____	_____	_____

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Compliance Reviews

On-Site Employee Interviews (HUD-11's): are conducted as an enforcement activity to ensure Davis-Bacon Wages are being paid. The contract administrator or a designee (such as an agency construction inspector) should visit the project site and interview workers.

Project Payroll Reviews: compare the information on the interview forms to payrolls to ensure that the workers are properly listed for the days, work classifications and rate pay.



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Record of Employee Interview (HUD-11)

The agency must periodically conduct interviews with the construction workers on the job site.

- The purpose of the interviews is to capture observations of the work being performed
- Get the workers' views on the number of hours they work, the type of work they perform and the wages they receive.

Record of Employee Interview		U.S. Department of Housing and Urban Development Office of Labor Relations		OMB Approval No. 2501-0009 (exp. 09/30/2017)			
<p>Printed reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reading instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have comments concerning this burden estimate or any other aspect of the collection of information, please write to the Office of Management and Budget, Paperwork Reduction Project (O-MB-P), Washington, DC 20585, or send an e-mail to OMB-PaperworkReduction@OMB.EG.GOV. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information is used to evaluate the implementation of Davis-Bacon and Related Acts (DBRA) and the Fair Labor Standards Act (FLSA) on construction projects. The information is also used to evaluate the implementation of the Service Contract Act (SCA) on non-construction projects. The information is also used to evaluate the implementation of the Buy America provisions of the DBRA. The information is also used to evaluate the implementation of the Davis-Bacon and Related Acts (DBRA) and the Fair Labor Standards Act (FLSA) on non-construction projects. The information is also used to evaluate the implementation of the Service Contract Act (SCA) on construction projects. The information is also used to evaluate the implementation of the Buy America provisions of the DBRA. These records are maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against unauthorized disclosure to the public under the Freedom of Information Act, or under laws to any individual or entity to whom the information is furnished. The information collected herein is voluntary, and any information provided shall be kept confidential.</p>							
1a. Project Name	2a. Employee Name	3a. Employee Number	4a. Employee Phone Number (including area code)	5a. Employee Home Address & Zip Code	6a. Employee Classification <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>		
1b. Project Number	2b. Employee Phone Number (including area code)	3b. Last date on this job before today?	3c. No. of hours last day on this job?	3d. Hourly rate of pay?	4b. Fringe Benefits? Vacation <input type="checkbox"/> Yes <input type="checkbox"/> No Medical <input type="checkbox"/> Yes <input type="checkbox"/> No Retirement <input type="checkbox"/> Yes <input type="checkbox"/> No		
1c. Contractor or Subcontractor (Employer)	2c. Employee Home Address & Zip Code	3e. Your job classification(s) (if all) — continue on a separate sheet if necessary	3f. Your duties	3g. Tools or equipment used	4c. Pay stub? Yes <input type="checkbox"/> No <input type="checkbox"/>		
3h. Are you an apprentice or trainee? <input type="checkbox"/> Y <input type="checkbox"/> N	3i. Are you paid at least time and 1/3 for all hours worked in excess of 40 in a week? <input type="checkbox"/> Y <input type="checkbox"/> N	3j. Are you paid for all hours worked? <input type="checkbox"/> Y <input type="checkbox"/> N	3k. Have you ever been threatened or coerced into giving up any part of your pay? <input type="checkbox"/> Y <input type="checkbox"/> N	3l. Employee Signature	3m. Date		
13a. Employee Signature	13b. Date	13. Duties observed by the interviewer (Please be specific.)					
14a. Interviewer name (please print)	14b. Signature of interviewer	14c. Date of interview	14. Remarks				
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17e. Signature of Payroll Examiner						17f. Date	
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17gg. Remarks						17kk. Date	
17mm. Signature of Payroll Examiner						17nn. Date	
17oo. Remarks						17pp. Date	
17qq. Signature of Payroll Examiner						17rr. Date	
17yy. Remarks						17zz. Date	
17aa. Signature of Payroll Examiner						17bb. Date	
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17yy. Remarks						17zz. Date	
17aa. Signature of Payroll Examiner							

	<h2>Wage Restitution</h2> <p>When wage underpayment has occurred, the employer will be required to pay wage restitution to all affected employees within 30 days.</p> <ul style="list-style-type: none"> ▪ The prime contractor is responsible for ensuring restitution is paid. ▪ Document restitution on a corrected certified payroll report.
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	<h2>Withholding of Funds</h2> <p>If wage underpayments or other violations are not corrected within 30 days after notification to the prime contractor, you have the authority to withhold money.</p> <p>Withholding of money is considered serious and the prime contractor would be notified in writing.</p>  <p>96</p>

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	<h2>Falsification of Payrolls</h2>
	 <p>Contractors and/or subcontractors that are found to have willfully falsified payroll reports and Statements of Compliance, may be subject to civil or criminal prosecution.</p> <p>Penalties may be imposed of \$1000 and/or one year in prison for each false statement.</p>

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	<h2>DOL Debarment</h2> <p>Debarment is considered when a contractor has willfully:</p> <ul style="list-style-type: none"> ▪ Submitted falsified certified payrolls ▪ Required kickbacks of wages or back wages ▪ Committed repeat violations <p>When a contractor is debarred, they are declared ineligible for up to 3 years from receiving Federal contracts.</p> 

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	<h2>Semi-Annual Enforcement Reports</h2> <ul style="list-style-type: none"> ▪ Part I – Contracting Activity: All Davis-Bacon covered projects contracts awarded within a 6-month time period ▪ Part II – Enforcement Activity: Wage restitution, complaints, investigations underpayments and violations. <p>Reporting Periods:</p> <ul style="list-style-type: none"> ▪ Oct 1st - Mar 31st (Report Due April 7th) ▪ Apr 1st - Sep 30th (Report Due October 7th)
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	<h2>Update: Semi-Annual Enforcement Report</h2> <p>You do not need to submit the October 1, 2020 – March 31, 2021 Semi-Annual Enforcement Report to our office.</p> <p>Email sent March 1, 2021:</p> <p>“The purpose of this email to inform you that the Semi-Annual Labor Standards Enforcement Report for Local Contracting Agencies (SAR)—HUD forms 4710 and 4710 (i)—are not currently approved by OMB for data collection. Data collection approval from OBM is governed by 44 U.S. Code § 3507 (a).</p> <p>HUD anticipates securing OMB approval by the time the next SAR is due (October 2021). Once HUD has an OMB-approved form, it will be provided to you. Please do not send any information to HUD for the October 1 – March 30 reporting period.”</p>

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Semi-Annual Labor Standards Enforcement Report - Local Contracting Agencies (HUD Program)		U. S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 4710 OMB Approval Number: 2571-0110 (Rev. 07/2010)												
Agency Name: <input type="text"/> Period Covered: Check One and Enter Year(s) <input checked="" type="checkbox"/> Period 1: October 1, <input type="text"/> to March 31, <input type="text"/> <input type="checkbox"/> Period 2: April 1, <input type="text"/> to September 30, <input type="text"/> Agency Contact Person: <input type="text"/> Agency Contact Phone/E-mail: <input type="text"/>		Semi-Annual Labor Standards Enforcement Report - Local Contracting Agencies (HUD Program) U. S. Department of Housing and Urban Development Office of Labor Relations HUD FORM 4710 OMB Approval Number: 2571-0110 (Rev. 07/2010)													
PART I - CONTRACTING ACTIVITY* <i>Pertains ONLY to projects awarded during the reporting period.</i>															
1. Number of prime contracts subject to the Davis-Bacon and Related Acts (DBRA) and/or the Contract Work Hours and Safety Standards Act (CWHSSA) awarded this period Note: Do not include contracts included in previous semi-annual reports <input type="checkbox"/>															
2. Total dollar amount of prime contracts reported in item 1 above <input type="text"/> \$ <input type="text"/>															
3. List for each contract awarded this period:															
<table border="1"> <thead> <tr> <th>Project Name/Number</th> <th>Contract Amount</th> <th>Wage Decision Number</th> <th>Wage Decision Lock-In Date</th> </tr> </thead> <tbody> <tr> <td>EXAMPLE: "Boys Club Renovation # C064005401"</td> <td>\$8,000,000.00*</td> <td>#FL040001/Mod 1, 4/26/04 Building"</td> <td>"07/02/04 bid open date" 4 Lock</td> </tr> <tr> <td colspan="4"> *Use additional pages if necessary. </td> </tr> </tbody> </table>				Project Name/Number	Contract Amount	Wage Decision Number	Wage Decision Lock-In Date	EXAMPLE: "Boys Club Renovation # C064005401"	\$8,000,000.00*	#FL040001/Mod 1, 4/26/04 Building"	"07/02/04 bid open date" 4 Lock	*Use additional pages if necessary.			
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*Use additional pages if necessary.															
<p>WHAT IS THE LOCK-IN DATE? For contracts entered into pursuant to competitive bidding procedures, the lock-in date is the wage decision provided that the contract is awarded within 90 days. If the contract is awarded more than 90 days after bid opening, the contract lock-in date is the wage decision. For contracts, purchase orders or other agreements for which there is no bid opening or award date, use the date the contract is awarded. For contracts involving the Migrant and Seasonal Agricultural Workers Protection Program (Section 18 of the U.S. Migrant Act of 1937) or contracts involving a project wage determination, the lock-in dates may vary from above. See Procurement of Labor Requirements, 29 CFR, Part 1, Section 1.8 and/or HUD Handbook 1044.1, or consult the HUD Labor Relations staff.</p> <p>WHAT IT MEANS: Use the wage decision publication date, unless that happens to correspond to one of the trigger events described above. If you are not sure about any of this, please feel free to contact the Labor Relations staff in your state or region.</p>															
<input type="checkbox"/> Previous page <input type="checkbox"/> Next page <input type="checkbox"/> Home/H.L.Exch/07/11/2010															
<input type="checkbox"/> Previous page <input type="checkbox"/> Next page <input type="checkbox"/> Home/H.L.Exch/07/11/2010															

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	<h2>Agency Responsibilities</h2> <ul style="list-style-type: none"> ▪ Designate appropriate staff ▪ Establish contract management system ▪ Ensure contracts/subcontracts contain: <ul style="list-style-type: none"> ▪ Federal labor standards (HUD-5370-EZ or 5370) ▪ Applicable wage decision (https://beta.sam.gov/) ▪ Verify contractor eligibility (www.sam.gov) <ul style="list-style-type: none"> ▪ Print out results for contract file
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	<h2>Agency Responsibilities</h2> <ul style="list-style-type: none"> ▪ Conduct on-site inspections (HUD-11's): <ul style="list-style-type: none"> ▪ Ensure wage decision and DOL Notice to Employees posters are posted on the job site ▪ Review payrolls ▪ Maintain full documentation for 3 years ▪ Refer investigations to HUD ▪ Submit DOL enforcement reports ▪ Comply with all HUD Requirements

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	<h2>Required Records to Keep</h2>
	<ul style="list-style-type: none"> ▪ Copy of executed contract ▪ Bid opening /contract award dates ▪ Verification of contractor eligibility ▪ Wage decision/additional classifications ▪ Construction start date ▪ Certified payrolls ▪ Apprentice registrations ▪ Employee interviews & HUD-11s ▪ Documentation of enforcement ▪ Preserved no less than three (3) years

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	<h2>ON-LINE RESOURCES</h2>

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	<h2>Davis-Bacon Websites</h2> <p>HUD, Office of Davis Bacon & Labor Standards: https://www.hud.gov/program_offices/davis_bacon_and_labor_standards</p> <p>Davis-Bacon Wage Decisions: https://beta.sam.gov/</p> <p>Contractor Eligibility: www.sam.gov</p> 
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	<h2>Apprenticeship Registration Information</h2> <p>State Office of Apprenticeship website: https://www.doleta.gov/oa/stateoffices.cfm</p> <p>Virginia Contract Patricia (Trish) Morrison, Division Director Virginia Registered Apprenticeship Virginia Department of Labor and Industry Main Street Centre 600 East Main Street, Suite 207 Richmond, Virginia 23219. Phone: (804) 786-2382 Patricia.Morrison@doli.virginia.gov</p> <p>West Virginia Contact Kenneth Milnes, State Director USDOL/ETA/OA 405 Capital Street, Suite Charleston, WV 25301 Phone: (304) 347-5794 Milnes.Kenneth@gov</p>

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	<p>Thank you for attending!</p>	
	<p>Kamaria E. Taylor, Labor Standards Specialist Email: kamaria.e.taylor@hud.gov Phone: 804-822-4806</p> <p>Jurisdictions: Virginia & West Virginia</p>	