

# INVITATION TO BID (ITB)

## 1879 PERKINSVILLE SCHOOLHOUSE ADA RAMP CONSTRUCTION

ISSUED ..... JANUARY 25, 2019

DEADLINE TO SUBMIT QUESTIONS ..... FEBRUARY 8, 2019 BY 4 PM EST

DEADLINE FOR SUBMISSIONS ..... FEBRUARY 25, 2019 BY 4 PM EST

Prepared by:

Southern Windsor County Regional Planning Commission  
Post Office Box 320  
38 Ascutney Park Road  
Ascutney, Vermont 05030

And

Town of Weathersfield, Vermont  
Post Office Box 550  
5259 VT Route 5  
Ascutney, Vermont 05030

The Town of Weathersfield, Vermont (hereinafter “the Town”) invites qualified firms to submit project bids for construction of a previously designed Americans with Disabilities Act (ADA) compliant ramp to access the old 1879 Perkinsville Schoolhouse building, which presently serves as the Towns’ food shelf.

Two (2) sealed bids must be mailed to:

Town of Weathersfield, Vermont  
C/O: Ed Morris, Town Manager  
Post Office Box 550  
5259 VT Route 5  
Ascutney, Vermont 05030-0320

Bids must be received by no later than the response deadline of Monday February 25, 2019 by 4:00 PM Eastern Standard Time (EST). Late Bids will not be considered.

This ITB consists of the Body and the following Attachments which are incorporated herein:

- Attachment A – Bid Response Form
- Attachment B – Construction Drawings
- Attachment C – Construction Specifications
- Attachment D – Federal Flow Through Provisions
- Attachment E – Building Permit

#### **I. MANDATORY PRE-BID SITE VISIT**

A mandatory pre-bid site visit will be held at 10:00 AM EST on Thursday, January 31, 2019 at the project site. The site visit will be facilitated by representative(s) of the Town of Weathersfield.

#### **II. SCOPE OF WORK**

This project will involve the construction of an Americans with Disabilities Act (ADA) compliant ramp to access the Town of Weathersfields’ food shelve building, as well as construction of a new canopy to provide the ramp cover. State code requirements for public buildings apply to this project. All construction shall conform to the drawings and specifications provided as Attachments to this ITB.

Presently, asbestos cement board remains under a portion of the existing canopy. A third-party entity will remove the existing canopy and abate the asbestos cement board prior to construction. The abated area will be temporary waterproofed by volunteers following abatement and prior to construction.

This project will also involve some regrading of the walkway used to access the ramp in an effort to accommodate a more gradual gradation. Grading specifications are also included in Attachment B of this ITB.

#### **III. TERMS**

Contractors shall furnish all supervision, technical personnel, labor, materials, tools, appurtenances, equipment, erosion control, staging, disposal sites and services, mobilization/demobilization, insurance, and services required to perform the Scope of Work as described in this Invitation to Bid (ITB). The Chosen Contractor shall be responsible for verifying and determining all utilities (above and below ground) within the project limits, and to take necessary precautions to protect utilities during construction.

The Chosen Contractor shall be solely responsible for repairing or paying to repair any damage to private or public property sustained during or as a result of construction activities to original condition. It is the Chosen Contractor's responsibility to comply with all OSHA and VOSHA requirements, maintain a safe job site, and protect the safety of the public. All work performed by the Chosen Contractor shall comply with all federal, state, and local regulations and requirements.

No responsibility is assumed by the Town for omissions or duplications by the Chosen Contractor or subcontractors due to real or alleged error in arrangement of matter in specifications or in notes on the Design Plans.

The Town shall decide all questions which may arise as to the quality, quantity, acceptability, fitness and rate of progress of the several kinds of work and materials to be performed and furnished under the contract and shall decide all questions which may arise as to fulfillment of the contract on the part of the contractor. The Towns' determination and decision shall be final and conclusive as to any and all issues which may arise under the contract.

#### **IV. BID SCHEDULE**

- Bid Advertisement – January 25, 2019
- Pre-Bid Meeting – 10:00 AM EST on January 31, 2019
- Questions regarding Invitation to Bid (ITB) due to Town – February 8, 2019 by 4:00 PM EST
- Town responds to questions – February 12, 2019
- Bids Due – 4:00 PM EST on February 25, 2019
- Start Construction – To be determined

#### **V. FUNDING**

Funding for this project is provided by a grant through a U.S Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG). This project is subject to Federal Labor Standards, including Davis-Bacon and related acts, and other relevant Federal and State laws.

Lump sum bids shall include any and all personnel, labor, materials, and equipment that may be needed to complete the Scope of Work as described herein.

#### **VI. REQUIRED BID CONTENT**

The Bid shall contain the following sections: (NOTE: Successful bidders are required to be registered with SAM.gov prior to Contract award).

- A. BID RESPONSE FORM: Bids submitted in response to this Invitation to Bid (ITB) shall be accompanied by a completed and signed bid response form. The bid response form is included as Attachment A of this Invitation to Bid (ITB).
- B. PROOF OF INSURANCE: Proposals shall include proof of general liability and property damage insurance, having all major divisions of coverage including:

Premises – Operations

Independent Contractor's Protective  
Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Product Aggregate

- C. REFERENCES: Please include a list of references for similar services, including project name, contact, contact phone number, project cost and completion date.
- D. EQUIPMENT AND LABOR COSTS: Bids submitted in response to this Invitation to Bid (ITB) shall be accompanied by an equipment and labor cost summary.
- E. Debarment and Lobbying Certification Forms: Bids submitted in response to this Invitation to Bid (ITB) shall be accompanied by completed and signed debarment and lobbying certifications, both of which are included in Attachment D of this ITB.

#### **VII. EVALUATION OF BIDS**

The contract, if awarded, will be awarded to the least costly, best qualified and most responsible proposer. In determining the “least costly, best qualified and most responsible proposer,” in addition to price, the following may be considered:

- A. The substantial performance of the proposer in meeting the specifications and other terms and conditions of the solicitation;
- B. The ability, capacity and skill of the proposer to provide the services required, and to do so within the time specified;
- C. The character, integrity, reputation, experience, financial resources and performance of the proposer under previous contracts with the municipality and elsewhere.
- D. It is the chosen contractor’s responsibility to comply with all OSHA and VOSHA requirements, maintain a safe job site, and protect the safety of the public.

#### **VIII. PROCESS**

The Town of Weathersfield will review Bids submitted in response to this Invitation to Bid (ITB) and will select one (1) firm to perform the work. The Town of Weathersfield reserves the right to seek clarification of any bid submitted and to select the bid considered to best promote the public interest.

All bids become the property of the Town of Weathersfield upon submission. The cost of preparing and submitting a bid is the sole expense of the bidder. The Town of Weathersfield reserves the right to accept or reject any and all bids received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel the ITB in part or in its entirety if it is in the best interest of the Town. This solicitation of bids in no way obligates the Town to award a contract.

The Town of Weathersfield is an Equal Opportunity Provider and Employer. Women and Minority-Owned Business Enterprises, Local and Small Businesses are urged to respond.

If any proposer is aggrieved by the proposed award of the contract, they may appeal in writing, via U.S. Mail or Delivery Service or via email to the Town of Weathersfield at:

Town of Weathersfield, Vermont  
C/O: Ed Morris, Town Manager  
Post Office Box 550  
5259 VT Route 5  
Ascutney, VT 05030-0320

The appeal must be postmarked or sent within fourteen (14) calendar days following the date of the written notice to award the contract.

Bids must be received by no later than the response deadline of Monday, February 25, 2019 at 4:00 PM EST. Late Bids will not be considered. If you have any questions pertaining to this Invitation to Bid (ITB), please contact Ed Morris at [Townmanager@weathersfield.org](mailto:Townmanager@weathersfield.org) by no later than Friday, February 8, 2019 by 4PM EST. All questions received regarding this Invitation to Bid (ITB) will be addressed in writing in one (1) public document that will be made available at <http://www.weathersfieldvt.org> on Tuesday, February 12, 2019.

## **Attachment A**

Bid Response Form

**TOWN OF WEATHERSFIELD, VERMONT**

**INVITATION TO BID (ITB)**

**PERKINSVILLE SCHOOLHOUSE ADA RAMP CONSTRUCTION**

**Bid Response Form – Page 1 of 1**

Bidder's name, mailing address, and phone number:

Bidder's email address (to be used for all correspondence):

**The Lump Sum for the proposed work is:**

Numerical price: \$\_\_\_\_\_

Written Price: \$\_\_\_\_\_

**I acknowledge receipt of the following Addendum to the Invitation to Bid (ITB) (if any have been issued by the Town):**

**Addendum Number(s):**

The undersigned, having familiarized him/her self with the existing conditions affecting the work at the proposed site of the Perkinsville Schoolhouse, hereby propose to furnish all supervision, technical personnel, labor, materials, tools, appurtenances, equipment, erosion control, staging, disposal sites and services, mobilization/demobilization, insurance, and services required to perform the Scope of Work as set forth in this Invitation to Bid (ITB) for the Lump Sum stated above as a "written price."

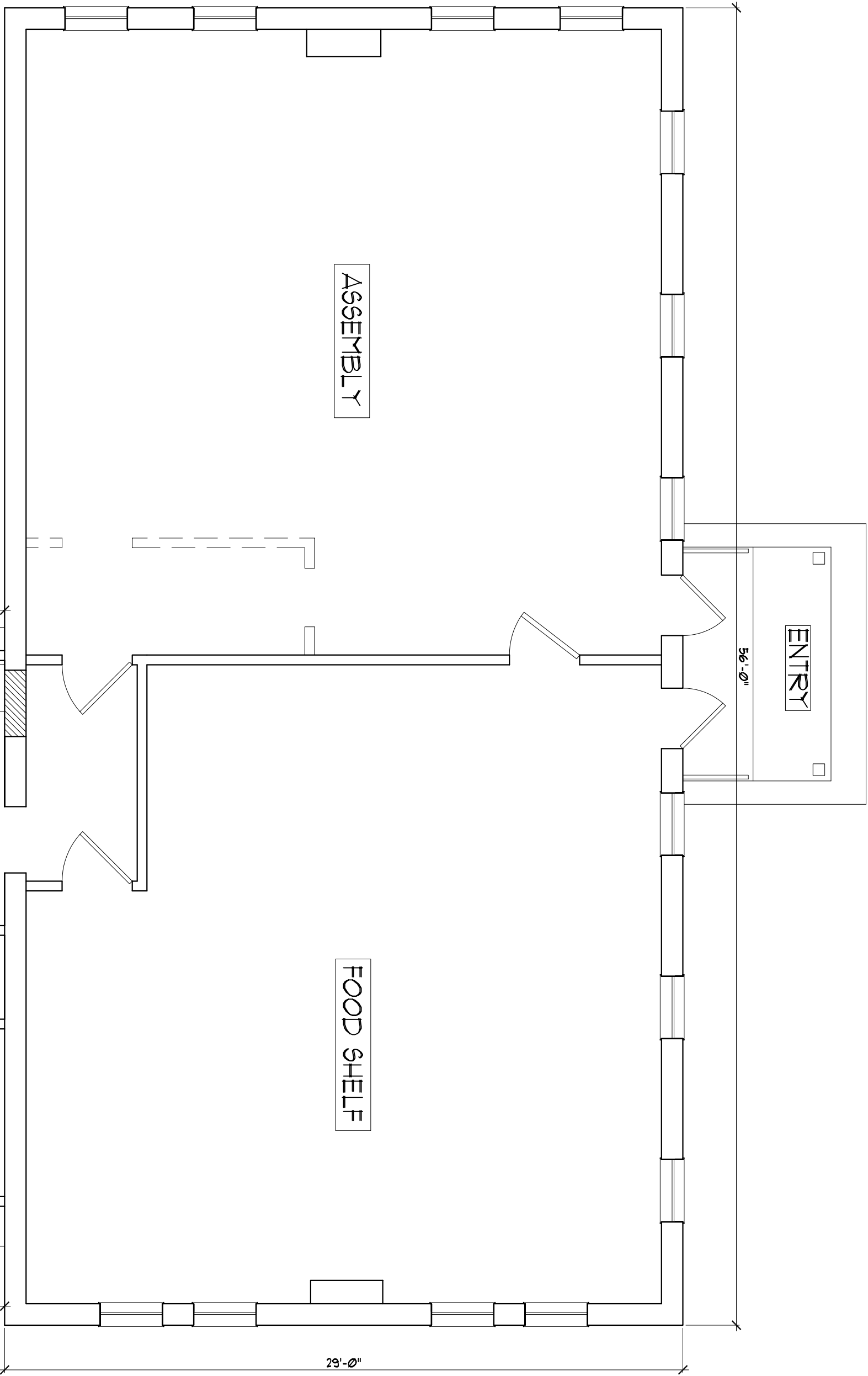
Signature of Bidder: \_\_\_\_\_

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

## **Attachment B**

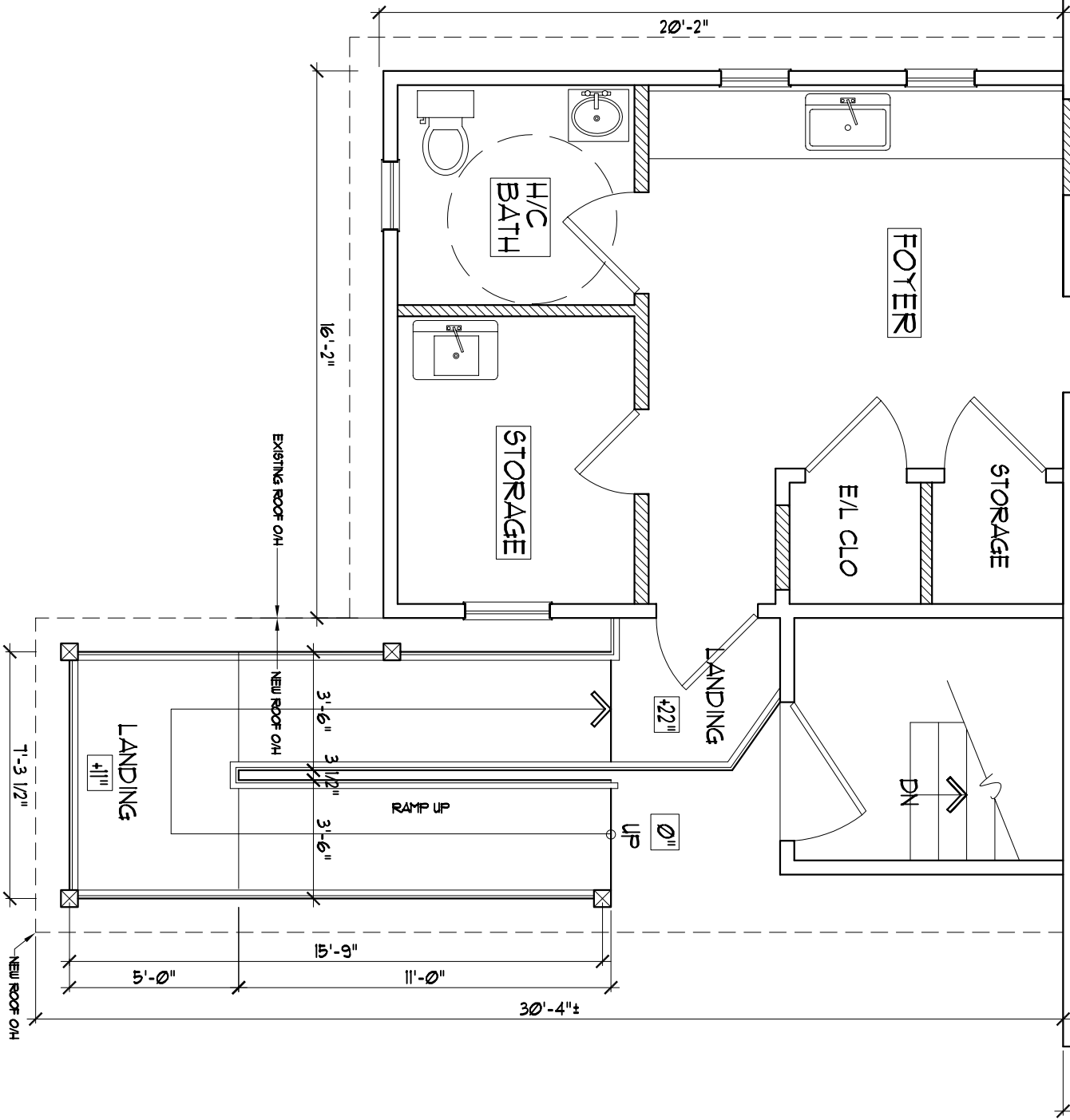
### Construction Drawings





PLAN VIEW

SCALE: 1/4" EQ 1'-0"



DRAWING NO.:

1

DATE: 4/20/16

SCALE: NOTED

DRAWN BY: NC

PROJECT

SCHOOL BUILDING  
PERKINSVILLE  
VT

PERMAN CLARK

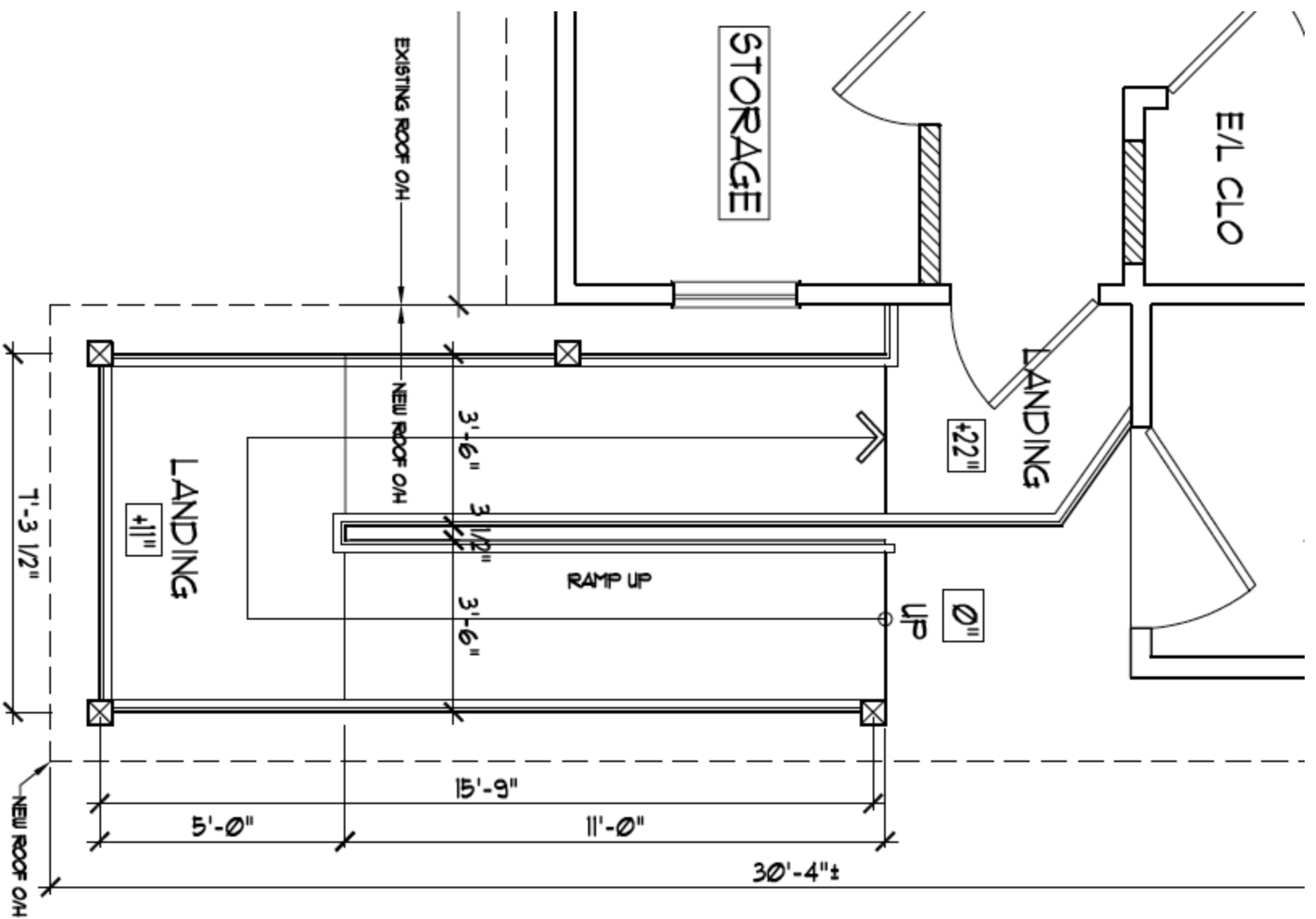
DESIGN

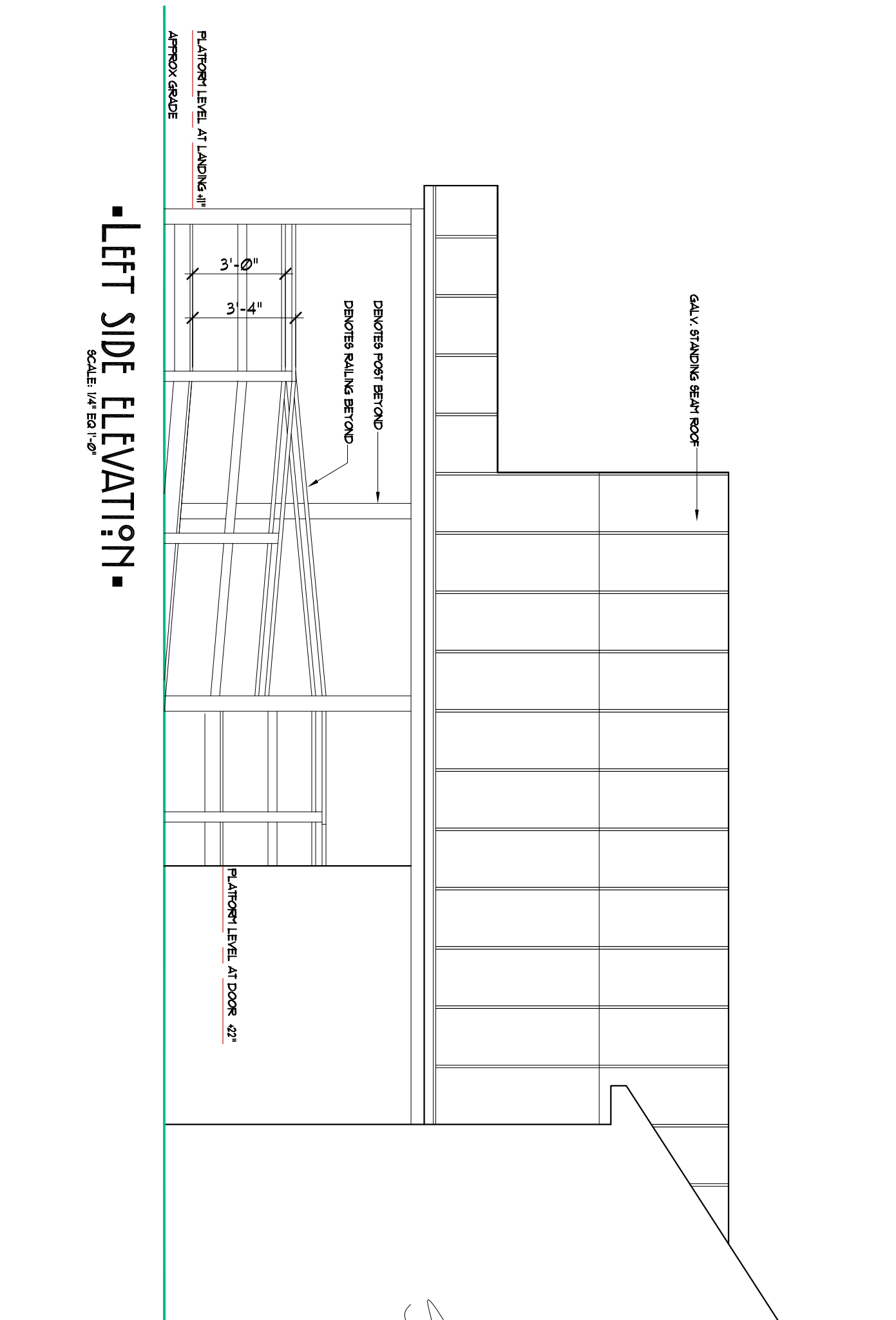
PERKINSVILLE VERMONT

E-mail: Govanman@tds.net

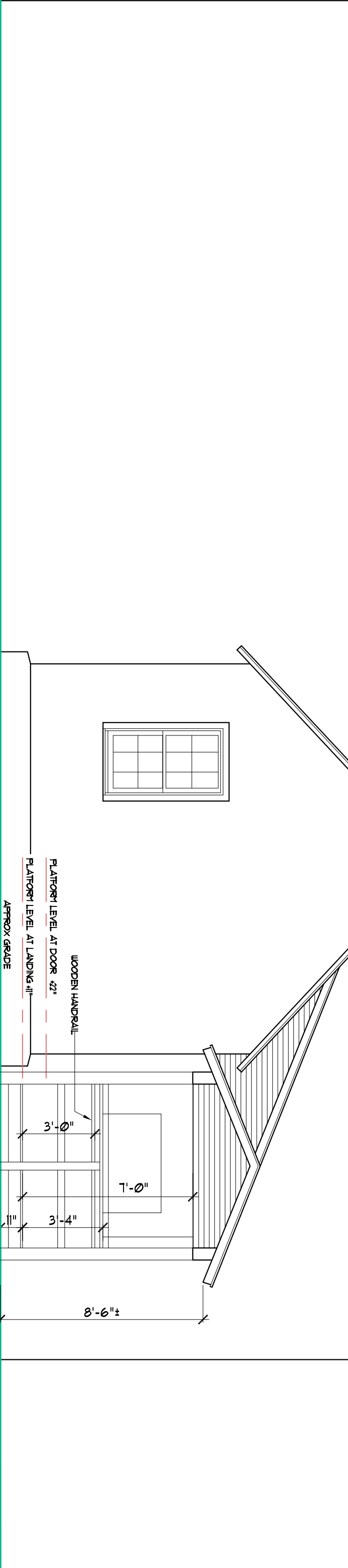
Tel: 802 263 9360





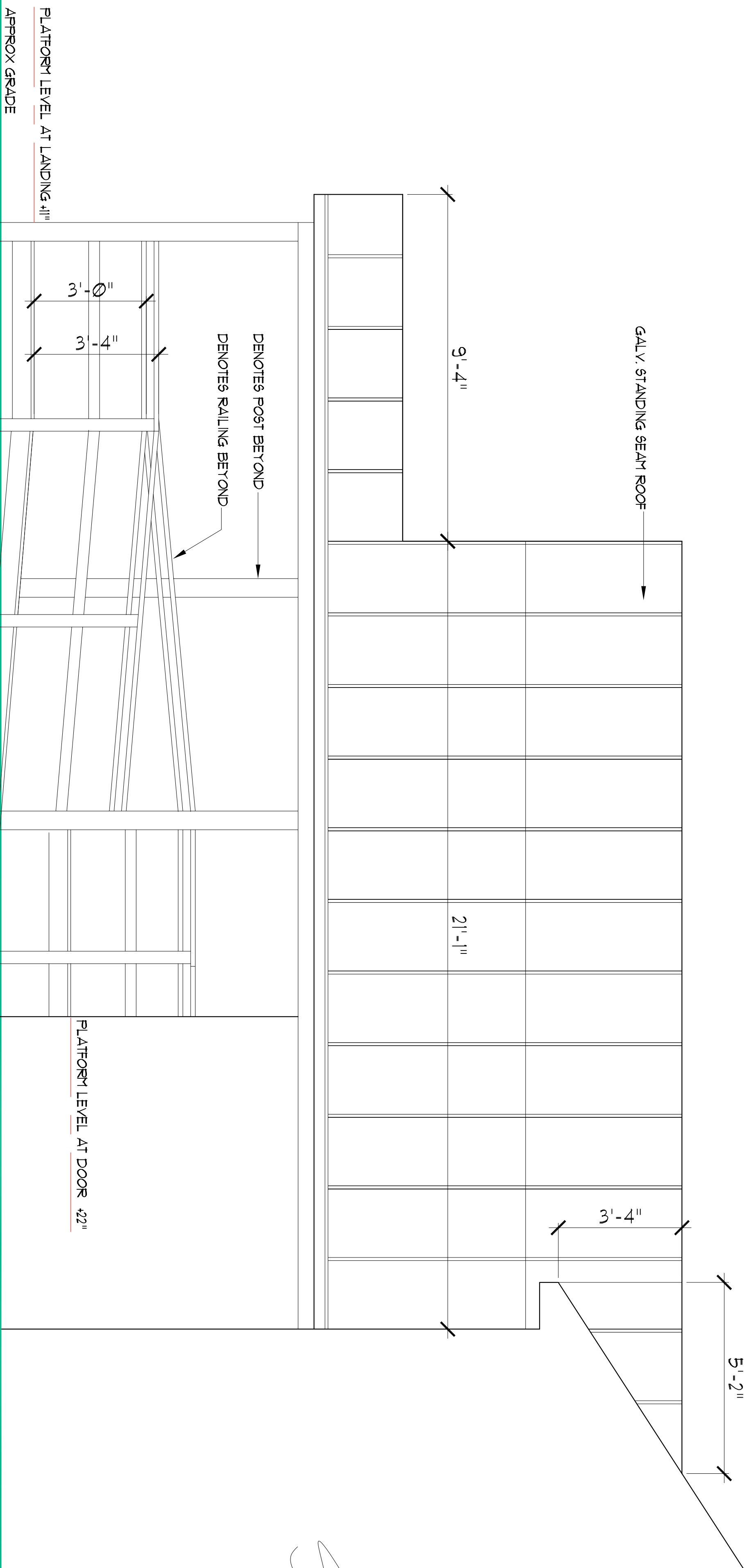


SCALE: 1/4" EQ 1'-0"



SCALE: 1/4" EQ 1'-0"

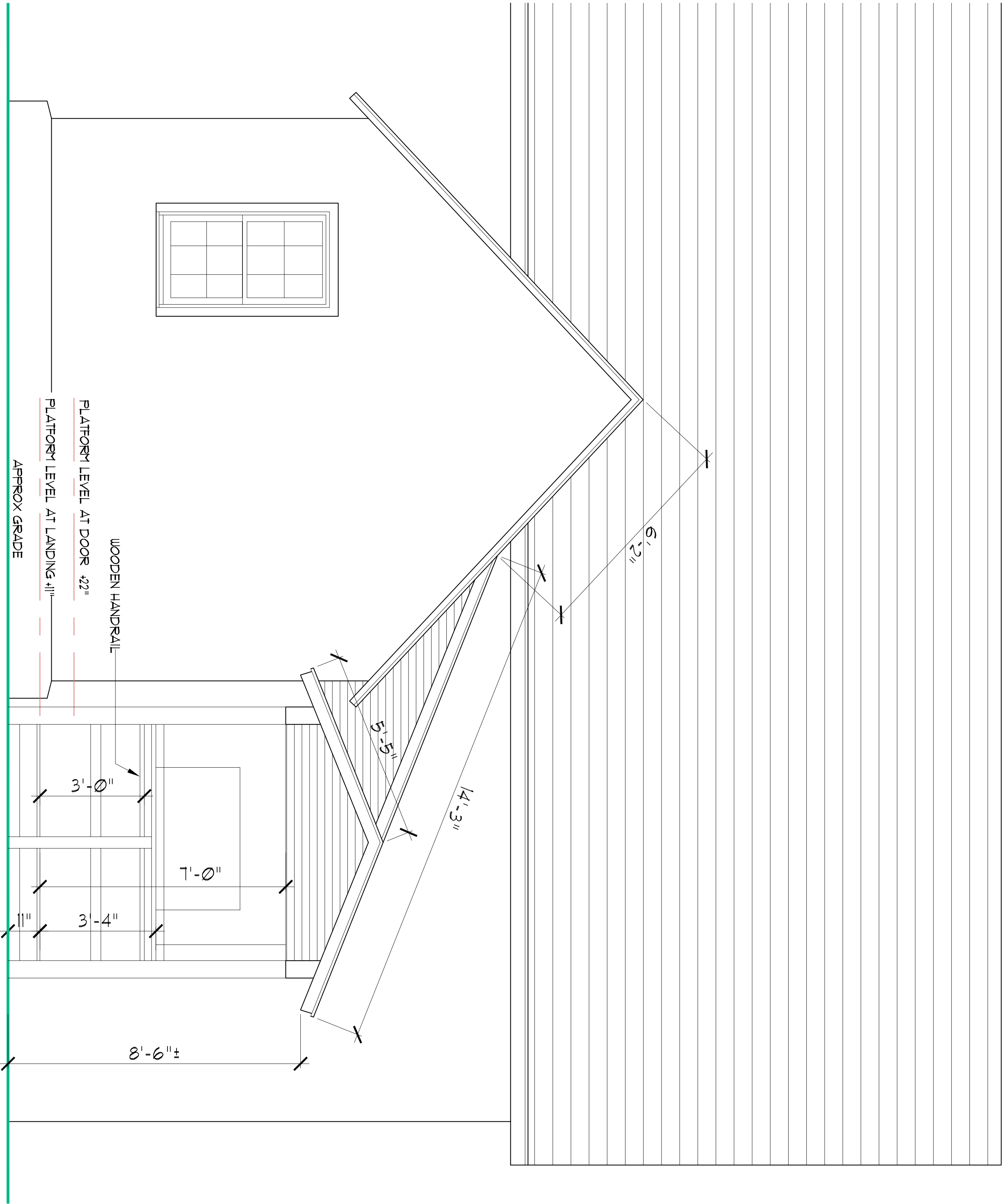
DRAWING NO.: <b>2</b>		DATE: <b>4/20/16</b>	
DRAWN BY: NC		SCALE: NOTED	
<b>PROJECT</b>			
SCHOOL BUILDING			
PERKINSVILLE			
VT			
<b>NORMAN CLARK ■ ■ ■</b>			
PERKINSVILLE			
<b>DESIGN</b>			
VERMONT			
E-mail: Govanman@ids.net			
Tel: 802 263 9360			
			



■ LEFT SIDE ELEVATION ■

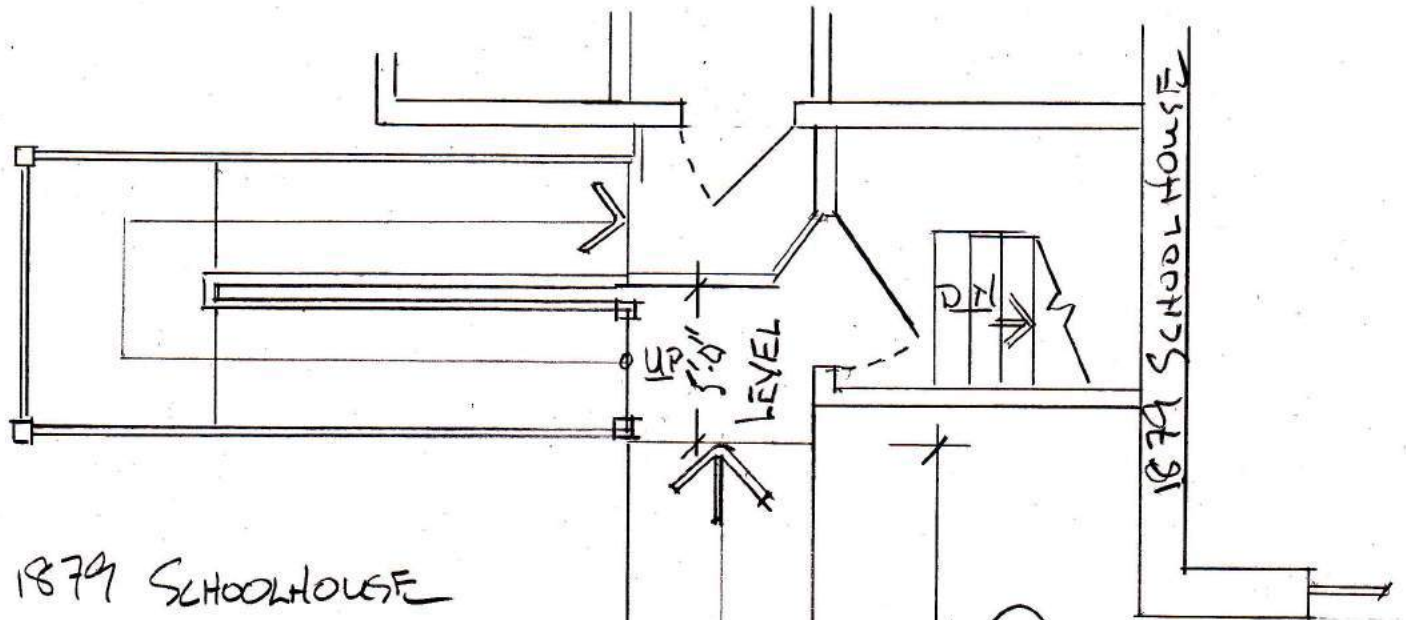
SCALE: 1/4" EQ 1'-0"

SCALE: 1/4" EQ 1'-0"

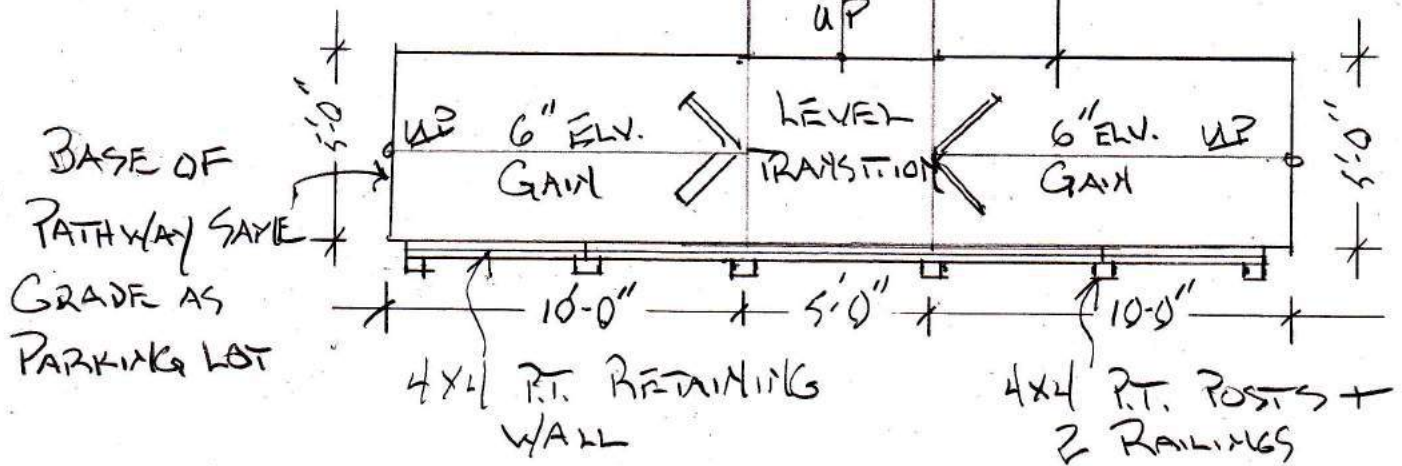


# REAR ELEVATION

SCALE: 1/4" EQ 1'-0"



1879 SCHOOLHOUSE  
ADA RAMP WITH  
PATHWAY SHOWN.



2 PARKING SPACES

## **Attachment C**

### Construction Specifications

## **1879 Schoolhouse ADA Ramp Project**

### **Specifications for Bidding Contractors**

Construction of ramp and enclosure will be according to the drawn plans with the following additions and clarifications:

1. Roofing material will be 26-gauge minimum steel standing seam, galvanized/galvalum, Kynar finished or product of equivalent durability. Roofing will match existing in frequency of seams and in color as closely as feasible. Roofing connection with the masonry wall will be comprised of a turned up metal pan flashing and mortar joint embedded lead counter flash. Vertical cross section of turned up pan flashing shall be a minimum of 2". A diverter for rain and snow shall be installed as an integral part of the roofing above the center of the proposed ADA pathway shielding the 5'-0" pathway from the roof runoff.
2. New shed roof ramp cover deck will be 5/8" T&G plywood or T&G Advantec type roofing substrate on 2x8 KD spruce rafters set 16" OC.
3. Foundation will be frost protected pre-cast, or poured in place piers on footings with galvanized anchors for the 6X6 pressure treated structural supports.
4. Top plate will be 6 X 12 solid wood, spruce, hemlock, southern yellow pine, larch, Douglas fir, or other solid wood pre-approved substitute.
5. All ramp components, including 2 piece top railing, mid railing, toe-kick, and intermediate support posts will be constructed of #1 pressure treated wood framing with the exception of the hand rail which will be constructed of non pressure treated wood and provided by the owner for the contractor to install. The ramp deck and western landing transition will be AC - marine plywood or AC pressure treated plywood with a non-slip coating or cover.
6. There shall be a minimum of 18 inches clearance between the latch jamb of the door entering the building and the platform railing to its right.
7. Wall sheathing will be 1/2" plywood attached to 16" OC framing. Clapboards, where shown, will be clear pre-primed vertical grain Baltic spruce, provided by the owner, and installed by the contractor.
8. The existing walls of the south side of the ell and the cellar entry will be extended vertically to connect with the underside of the new rafters, framed 16" OC and sheathed with 1/2" plywood. The gaps between the rafters above the extended walls and roof deck will be closed off with solid blocking.



9. Collar ties will be installed 16" OC at the top plate level within the double pitch section of the ramp cover.
10. Rake and eaves will extend at least 12" and finished with two piece pine trim.
11. The existing walkway canopy and roof additions will be removed by others. All painting will be done by others.

Construction of the pathway from the covered ADA ramp to the parking area will be according to the sketch with the following additions and clarifications:

1. Pathway will not exceed 1/20 slope at any point.
2. Pathway surface shall be a minimum 5 ft. wide and level in cross section perpendicular to its sloped length.
3. Shoulders to either side of the pathway surface shall not exceed a 1/6 slope downwards and away from the pathway surface and not exceed a 1/3 sloop upwards and away from the pathway surface. Shoulders shall be surfaced with 2" minimum screened topsoil, seeded and mulched.
4. Pathway surface shall be 1/2" maximum sized grit ledge pack and 2" minimum thickness compacted. Pathway fill shall be compacted gravel.
5. Retaining wall in front of the parking spaces shall project no less than 3" above the walking surface of the pathway at any point. Horizontally laid pressure treated 4x4's may be stepped in order to accomplish this.

## **Attachment D**

### Applicable Flow Through Provisions

**VCDP Attachment to Construction Contract  
(Pass Through Provisions)**

The Contractor and Subcontractors agree to abide by the applicable terms and conditions of an Agreement between the Town of Weathersfield and Vermont Agency of Commerce and Community Development, including but not limited to the following laws and regulations.

**BREACH OF CONTRACT:** This Contract may be terminated at any time for material breach by Contractor. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner.

**TERMINATION FOR CONVENIENCE:** This contract may at any time and for any reason be terminated for the Owner's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment

**EQUAL EMPLOYMENT OPPORTUNITY:** No person shall on the ground of race, color, religion, national origin, sex, sexual orientation, gender identity, ancestry, place of birth, age, or physical or mental condition, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the activities covered by this Agreement.

Contractor shall comply with the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107.

Contractor shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1.

Contractor shall comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8.

**FEDERAL LABOR STANDARDS PROVISIONS, INCLUDING DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT:** [Form HUD-4010 \(06/2009\)](#) is attached hereto and incorporated as if fully set forth herein.

For any contract to which Davis-Bacon and/or Copeland Anti-Kickback act does apply, 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 HUD and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** For any contract in excess of \$100,000 that involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**ENVIRONMENTAL LAWS:** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— For any Contracts and subgrants of amounts in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**DEBARMENT:** Contractor shall complete the attached Certification regarding Debarment. The language contained in the Certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements). All subrecipients shall certify and disclose accordingly.

**BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** For any Contracts in excess of \$100,000, Contractor shall not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in

connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment) and 24 CFR Part 87.

The contractor will use the form attached hereto to certify that no federally appropriated funds have been paid or will be paid, by or on behalf of the contractor to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal grant or loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, it will complete and submit Standard form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions. If no funds have been paid or will be paid, the Disclosure Form to Report Lobbying shall be completed with the statement No Lobbying activities undertaken added under Section 14.

**SECTION 3:** For any contract in excess of \$100,000 to which Section 3 applies, the Contractor shall comply with the following:

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a

finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**CONFLICT OF INTEREST:** No person who is an employee, agent, consultant, officer, or elected or appointed official of the Town of Weathersfield or other pertinent party may obtain a personal or financial interest or benefit form, or have an interest in, this contract or the proceeds hereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter, if they exercise or have exercised any functions or responsibilities with respect to the program or are in a position to participate in a decision making process or gain inside information with regard to the program.

**RETENTION OF AND ACCESS TO RECORDS:** Authorized representatives of the Secretary of the Agency, the Secretary of HUD, the Inspector General of the United States, the U.S. General Accounting Office, the Town of Weathersfield, or other pertinent party to this VCDP Grant shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the receipt and administration of Vermont Community Development Program Funds, as may be necessary to make audits, examinations, excerpts, and transcripts. Financial records, supporting documents, statistical records, and all other records pertinent to this VCDP-FUNDED project shall be retained in separate records and for a minimum of three years after receipt of a Certificate of Program Completion. The above requirements shall apply to all sub grantees, contractors, and subcontractors who enter into contracts or agreements with the Grantee.

## Applicability

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

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

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

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

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

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

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the

Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

**(ii)** 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.

**(iii)** 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 assets account for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the

## Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development - Office of Labor Relations

contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) 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 <https://www.dol.gov/whd/forms/wh347.pdf> and <https://www.dol.gov/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 HUD or its designee if the agency is a party to the

contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the 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 subparagraph 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 HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

### 4. Apprentices and Trainees.

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by



## Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development - Office of Labor Relations

the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to, and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe

benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

**(iii)** The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions",

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## U.S. Department of Housing and Urban Development - Office of Labor Relations

provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration... makes, utters or publishes any statement knowing the same to be false, shall be fined not more than \$5, 000 or imprisoned not more than two years, or both."

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

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

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

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

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

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

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 U S C 3701 et seq.

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

## **CERTIFICATION REGARDING DEBARMENT**

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide written notice to the person to whom this Certification is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the State Debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment> and the federal debarment list at: <https://www.sam.gov>
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies to the Federal Government, the department

or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10. The prospective lower tier participant certifies, by submission of this Certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
11. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Executed this \_\_\_\_\_ date of \_\_\_\_\_ 20 \_\_\_\_.

By \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(typed or printed name)

\_\_\_\_\_  
(title, if any)

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ date of \_\_\_\_\_ 20\_\_.

By \_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(typed or printed name)  
\_\_\_\_\_  
(title, if any)

General Decision Number: VT190023 01/04/2019 VT23

Superseded General Decision Number: VT20180023

State: Vermont

Construction Type: Building

County: Windsor County in Vermont.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019

CARP0118-008 04/01/2013

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation and Industrial Only; Excluding Drywall Hanging).....	\$ 20.69	17.39
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* ELEC0300-001 06/03/2018		

Rates	Fringes
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ELECTRICIAN.....	\$ 24.35	8.5%+7.70
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IRON0007-002 09/16/2018

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 25.71	22.12

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SHEE0063-005 01/01/2016

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 31.57	28.12

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SUVT2011-008 02/10/2011

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 23.00	5.94
CARPENTER, Excludes Acoustical Ceiling Installation, and Drywall Hanging.....	\$ 21.49	9.03
LABORER: Common or General.....	\$ 15.11	2.55
OPERATOR: Crane.....	\$ 19.50	6.08
PAINTER: Brush Only.....	\$ 15.28	5.28
PAINTER: Roller.....	\$ 15.28	5.28
PLUMBER (HVAC Pipe Installation).....	\$ 25.35	5.79
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 24.04	8.25
ROOFER.....	\$ 17.25	1.71
SPRINKLER FITTER (Fire Sprinklers).....	\$ 18.75	5.77

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average



rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISION

**Attachment E**  
Building Permit



**Division of Fire Safety**  
Springfield Regional Office  
100 Mineral Street, Suite 307  
Springfield, VT 05156  
[www.firesafety.vermont.gov](http://www.firesafety.vermont.gov)

[phone] 802-885-8883  
[fax] 802-885-8885

*Department of Public Safety*

October 18, 2018

Ed Morris, Town Manager  
Town of Weathersfield  
P.O. Box 550  
Ascutney, VT 05030

Re: 1879 Perkinsville Schoolhouse Access Ramp

Dear Mr. Morris:

Enclosed please find the construction permit poster along with this letter of conditions for construction of the ramp for the schoolhouse. Review of accessibility ramp plans. Project approved with the following conditions:

1. The proposed ramp or accessible walking surface with a slope not exceeding 1:20 shall be provided from an accessible parking space wherever the slope exceeds 1 inch in 12 inches in accordance with Section 402.2 of the 2010 ADA Standards for Accessible Design (2010 ADA).
2. The minimum width of the ramp, between handrails, must be not less than 36 inches (Section 405.5, 2010 ADA).
3. Level landings of not less than 60 inches in length must be provided in every 30 inches of rise (Section 405.6, 2010 ADA).
4. Level landings of not less than 60 inches by 60 inches must be provided at any change of direction of the ramp (Section 405.7, 2010 ADA).
5. Maneuvering clearances for landings at an accessible entry door shall comply with Section 404.2.4 of the 2010 ADA.

Please contact this office when this project is nearing completion to schedule an inspection of the ramp.

If you have any questions, please do not hesitate to contact me.

Cordially,

A handwritten signature in cursive script, appearing to read "Bruce Martin".

Bruce Martin,  
Regional Manager





VERMONT DEPARTMENT OF PUBLIC SAFETY  
**DIVISION OF FIRE SAFETY**

Office of the State Fire Marshal & Fire Academy

# CONSTRUCTION PERMIT

BUILDING NAME: PERKINSVILLE SCHOOL  
PROJECT NAME: CONSTRUCTION OF ADA RAMP.  
ADDRESS: 1862 VT RT 106  
WEATHERSFIELD, VT 05151  
SITE NUMBER: 23010  
AUTHORIZATION NUMBER: 1845450  
DATE ISSUED: 10/18/2018  
BY: BRUCE MARTIN  
ASSISTANT STATE FIRE MARSHAL  
CONDITIONS: SEE REVIEW LETTER

THIS PERMIT MUST BE POSTED AT THE BUILDING SITE  
IN A CONSPICUOUS LOCATION OPEN TO PUBLIC VIEW

Regional Offices

Barre 802-479-4434 \* Rutland 802-786-5867 \* Springfield 802-885-8883 \* Williston 802-879-2300