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Davis-Bacon and Related Acts (DBRA) Policies and Procedures

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Revision History

Version Number	Date Updated	Summary of Changes
1.0	May 1, 2023	First Version
2.0	Oct. 29, 2023	Updated hyperlinks, changes reflecting regulatory updates, including: added “Additional Section – Change Orders” section; clarified language related to updating wage rates after award; added language describing Frequently Conformed Rates; clarified language regarding fringe benefits; added language regarding “operation of law” requirements; updated withholding section; added anti-retaliation section; removed references to trainees; updated guidance regarding demolition; updated record retention section; updated signature requirements; updated contract provisions to comply with current HUD-4010.

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1. Overview of Davis-Bacon and Related Acts Requirements (DBRA)

A. What is DBRA?

The federal Davis-Bacon Act of 1931 and Related Acts (DBRA) include roughly sixty (60) statutes that contain prevailing wage provisions requiring contractors and subcontractors working on federally funded jobs to pay their laborers wages and benefits no less than what others pay their workers for similar projects, locally. Minimum Davis-Bacon wages are “based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on project of a character similar to the contract work” in that local area (40 U.S.C. 3142). In other words, the U.S. Department of Labor (DOL) sets Davis-Bacon wages and maintains them over time. The wage determinations are published online at sam.gov. Each wage determination lists a base rate and a fringe rate to be paid for each worker classification.

The Office of Davis-Bacon and Labor Standards (DBLS) is responsible for HUD’s overall compliance with the federal prevailing wage requirements applicable to HUD-funded programs. [Title I of the Housing and Community Development Act of 1974](#) requires the payment of local prevailing wage rates (which are determined by the U.S. Department of Labor (DOL)) to all workers on HUD-funded construction projects, which may include CDBG-DR and CDBG-MIT, (referred to as HUD-funded or HUD funds in this document) in excess of \$2,000 for the following types of projects:

- Construction, alteration, or repair (including painting and decorating) of public buildings or public works
- Residential construction which consists of projects involving the construction, alteration, or repair (including painting and decorating) of eight (8) or more separate, contiguous single-family houses operated by a single entity as a single project, or eight (8) or more units in a single structure.

([42 USC §5310](#); [40 USC §3142\(d\)](#)).

These requirements apply regardless of whether the contract was acquired through the sealed bid, small purchase, or non-competitive proposals (sole source) procurement process. Even if HUD funds finance only a portion of a construction contract, Davis-Bacon requirements still apply to the entire construction contract. For exemptions to Davis-Bacon requirements, see [Section 6, Exemptions](#).

Activities financed by a HUD program that are not “construction work” do not trigger Davis-Bacon requirements. Examples include but are not limited to:

- Real property acquisition;
- Architectural and engineering services;
- Other professional services (legal, accounting, testing¹); and
- Other non-construction items (furniture, business licenses, real estate taxes)

¹ Drilling a test well can be considered either a component of construction or a professional service. To determine if Davis-Bacon applies to a test well, please refer to the Department of Labor’s (DOL) [Field Operations Handbook, 15d05](#), for additional guidance.

Detailed information about each requirement can be found on HUD's website at the following link: [Federal Labor Standards Requirements in Housing and Urban Development Programs \(1344.1\)](#)

Further information for agencies and contractors can be found in HUD's guide at the following link: [Davis-Bacon and Labor Standards: Agency/Contractor Guide \(hudexchange.info\)](#).

B. Purpose of This Document

This policy outlines NCORR's expectations regarding partner agencies', subrecipients', contractors', and subcontractors' compliance with DBRA requirements as a part of participating in NCORR's HUD funded programs ensuring that workers receive DOL published prevailing wages for construction contracts.

NCORR may amend its DBRA Policies and Procedures document as necessary to ensure continued compliance with DOL and HUD's requirements and/or to reflect updated DBRA guidance and outreach strategies. Furthermore, though this document covers most standard scenarios and types of projects likely encountered by the disaster recovery and mitigation efforts of NCORR, additional applicable guidance may also be found in HUD's [Labor Standards Handbook](#), which may contain information on less common scenarios. It is NCORR's intent to adhere to this handbook for any scenarios or policy issues that are not explicitly covered in this document. **This document does not supersede the Davis-Bacon Act, 29 CFR Parts 1, 3, 5, 6, or 7, HUD or DOL policy, or any other governing regulations. In any instance where this document contradicts regulations governing DBRA, including when such regulations have been amended after the publication of this document, the applicable regulation will prevail.**

C. Applicability

The Davis-Bacon and Related Acts (DBRA) apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings, public works or residential construction of eight (8) or more separate, contiguous single-family houses operated by a single entity as a single project, or eight (8) or more units in a single structure.

NCORR, partner agencies, and subrecipients of HUD funds shall assist HUD and DOL ensuring contractor compliance with federal statutes.

Contracts executed on or after October 23, 2023 are subject to the requirements of the Davis Bacon Final Rule (88 FR 57526), which are reflected in this document. Contracts executed prior to this date should refer to version 1.0 of NCORR's DBRA Policies and Procedures.

2. NCORR Labor Standards Coordinator

NCORR's Labor Standards Coordinator serves as the central point of contact for Davis-Bacon and Related Acts (DBRA) reporting and compliance for NCORR and its subrecipients, contractors, and subcontractors supporting the program. Subrecipients, contractors, subcontractors and others are encouraged to reach out to NCORR's Labor Standards Coordinator with questions regarding DDBA compliance.

NCORR Labors Standards Coordinator

E-Mail at: DBRA@rebuild.nc.gov

3. Sub-recipient and Partner Agency Labor Standards Compliance

A construction project covered by federal labor standards, including infrastructure and housing, requires a series of ten (10) specific actions by labor standards, compliance, and procurement personnel. Three (3) of these actions occur prior to bidding, two (2) actions occur before the bid is awarded, two (2) actions occur at the time of award, and three (3) actions occur after the start of construction.

Pre-Bid Tasks:

1. [Designate a Labor Standards Officer](#)
2. [Obtain Applicable Wage Determination\(s\) for the Project](#)
3. [Include the Wage Determination\(s\) in the Bid Documents](#)

Pre-Award Tasks:

4. [Ensure the Wage Determination\(s\) are Current Before Bid Opening](#)
5. [Confirm the Recommended Construction Contractor's Eligibility Status](#)

At award tasks:

6. [Award the Construction Contract](#)
7. [Submit the Labor Standards Record](#)

Post-Start of Construction Tasks:

8. [Review Project Payrolls During Construction](#)
9. [Submit a Payroll Review Certification](#)
10. [Submit Construction Completion Reports — Use of Occupancy Permit \(UOP\) & NCORR Final Wage Compliance Report \(FWCR\)](#)

The ten (10) mandatory actions listed above are described in greater detail below:

1. Designate a Labor Standards Officer (LSO) for the Project (Pre-Construction)

All Subrecipients with construction activities are required to appoint and maintain a Labor Standards Officer (LSO), including those with Force Account approval (construction carried out by employees of the grantee). Subrecipients shall notify NCORR of the designation including name, contact email address and contact phone number. The LSO may be, but is not required to be, an employee of a jurisdictional city or county, or a private consulting firm. The primary qualification of an LSO is a good understanding of HUD's overall compliance requirements with the federal prevailing wage obligations applicable to HUD-funded CDBG programs.

The LSO is responsible for the regulatory administration and enforcement of the federal labor standards provisions on all Subrecipient contracts covered by Davis-Bacon requirements. Tasks include:

- Providing pre-construction labor standards advice and support to the contractor and other project principals (for example, the owner, sponsor, or architect), including ensuring that no prime² or sub-contract is awarded to a construction contractor that is ineligible (e.g., debarred) for federally assisted work;
- Providing the proper Davis-Bacon Prevailing Wage Determination and ensuring that wage

² For the purposes of this document, "prime contractor" refers to the entity to whom the contract was awarded and with whom the subrecipient has executed a contract to perform the federally-assisted work. Prime contractors may hire subcontractors to perform parts of the work included in the scope of the contract. Employees of both prime contractors and subcontractors are subject to DBRA requirements.

rates and applicable provisions (contained in HUD-4010) are incorporated into all construction contracts and subcontracts;

- Monitoring labor standards compliance by conducting interviews with construction workers at the job site, reviewing weekly payroll reports for compliance with the applicable Davis-Bacon wage rates, and ensuring the Department of Labor's "Notice to All Employees" federal posters and copies of the applicable wage determination(s) are displayed at the job site; and
- Overseeing any enforcement actions that may be required.

2. Obtain Applicable Wage Determination(s) for the Project (Pre-Construction)

Wage determinations:

- Are established by the U.S. Department of Labor (DOL);
- List construction work classifications (such as: Carpenter, Electrician, Plumber, Laborer, etc.), minimum wage rates and fringe benefits for each, and the geographic location of the prevailing wage rate;
- Are categorized into four construction types (Heavy, Highway, Building, and Residential Construction);
- Apply to specific geographic areas, usually a county or group of counties; and
- Are modified frequently as collective bargaining agreements are re-negotiated and/or new wage rate surveys are conducted;
- Apply for the duration of construction, except in the following circumstances (see [29 CFR 1.6\(c\)\(2\)\(iii\)](#)):
 - The contract is modified either by extending the contract to a time period not originally obligated or by adding work not within the original scope of the contract. **Work included in change orders must conform to the wage determination current at the time the change order is executed;**
 - The contract was procured via a Blanket Purchase Agreement (BPA) in which DBRA-covered services are included. In such cases, the Agreement must be revised annually on the day the contract was awarded (or the day construction began if there was no contract award) to incorporate the most recent wage determination(s) applicable to the Agreement.

The LSO must obtain the applicable wage determination(s) for each specific HUD funded program, including CDBG-DR and CDBG-MIT construction contracts, where Davis-Bacon and Related Acts (DBRA) regulations apply. Wage determinations can be found at [SAM.gov](#) and are required to be incorporated as exhibits to the contract and posted at the job site.

The Davis-Bacon "prevailing wage" is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor's obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and/or mechanic the applicable prevailing wage entirely as a base rate or by a combination of base rate and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid for all hours worked on the site of the work. Overtime rates also apply for all hours worked in excess of forty (40) hours per week. Regulations related to fringe benefits, including the annualization of contributions to certain fringe benefit plans for workers engaged

in both DBRA and non-DBRA work, criteria for categorizing non-funded benefit plans, and requirements related to the cost of apprenticeship programs may be found at [29 CFR 5.25\(c\)](#).

As of October 2023, Davis Bacon wage determinations may include Frequently Conformed Rates. These are wage classifications for which there is not enough data to determine a prevailing wage and for which requests for additional classification are frequently submitted. Under certain circumstances, DOL may include wage rates for these classifications in wage determinations. Frequently Conformed Rates are clearly indicated in wage determinations³, however, they do not carry any special status. Compliance with these rates is required, and contractors and subrecipients should treat Frequently Conformed Rates identically to other rates contained in the wage determination.

At the time of the implementation version 1.0 of this policy, no state or local wage determinations existed in the State of North Carolina.

Wage Rate Classifications:

Federal wage determinations are issued for four (4) construction categories — Building, Residential, Heavy, and Highway — by location, and include special characteristics. In determining which rate category to choose, it is important to understand the differences between categories so that the correct category is applied. It is possible that more than one wage determination may apply within the same project. Use of an inapplicable category may leave the grantee or subrecipient responsible for restitution and penalties. Within each category are all of the different job classifications that fall within that category, along with the base and fringe rate for each. If there is no listing for a particular job classification under any category, a new classification and rate may be requested from the Department of Labor. The construction categories are described in the following table.

Category	Description
Highway Construction	Highway projects include the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, sidewalks, paths, parking areas, and other similar projects not incidental to residential, building, or heavy construction.
Building Construction	Building construction is generally the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes structures, residential structures, the installation of utilities, and the installation of equipment, both above and below grade level, as well as incidental grading, utilities, and paving. Additionally, such structures need not be “habitable” to be building construction. The utilization of heavy machinery and/or equipment does not generally change the project’s character as a building.
Residential Construction	Residential projects include the construction, alteration, or repair of single-family houses or apartment buildings of no more than four stories in height. This includes all incidental items such as site work, parking areas, utilities, streets, and sidewalks. ⁴

³ As of October 2023, the category of Frequently Conformed Rates has been added to [29 CFR 1.6\(f\)](#) and [29 CFR 5.5\(a\)\(1\)\(ii\)](#), however wage determinations including Frequently Conformed Rates have not yet been issued. A subsequent update to this document will include a description of Frequently Conformed Rates as they appear in wage determinations.

⁴ HUD has determined that new construction and rehabilitation of single-family residences or properties are exempt from Davis-Bacon labor standards if the property contains less than eight (8) contiguous units if the project

Heavy Construction	Heavy projects are those projects that are not properly classified as either building, highway or residential. Unlike these classifications, heavy construction is not a consistent classification. Because of this catch-all nature, projects within the heavy classification may sometimes be distinguished on the basis of their particular project characteristics, and separate schedules issued. For example, separate schedules may be issued for dredging projects, water and sewer line projects, dams, major bridges, and flood control projects.
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3. Include the appropriate Wage determination(s) in the Bid Documents (Pre-Construction)

If the construction work is procured, the wage determination (and any subsequent modifications) must be included in the bid package as applicable. Review the various Wage determinations for each county in which the construction activity will occur and choose the one construction type that is most appropriate for the work to be performed. The type of work and the locations where these decisions are applicable are listed in the first paragraph of the wage determination. Inclusion of an incorrect wage determination in bid documents can lead to inaccurate cost estimates in the bids submitted. Furthermore, contracts covered by DBRA are considered to include the correct wage determination(s) for the work included by operation of law per [29 CFR 5.5\(e\)](#). Incorrect wage determinations included in bid documents which are not corrected before the contract is awarded may lead to underpayments.

4. Ensure the Wage Rate is Current Before Bid Opening (Pre-Construction)

Wage determinations are modified whenever any of the job classification wage rates contained in a particular wage determination are updated, which may be due to a new wage rate survey being conducted or a collective bargaining agreement being re-negotiated. The most current wage determination modification must be incorporated into the bid solicitation documents and updated whenever a new modification is issued prior to the bid opening, even if the modification does not involve any of the job classifications that will apply to that specific project. The LSO, in collaboration with NCORR Program Managers, must confirm the wage determination, in the bid specifications, for construction contracts is still current at the bid opening date or the Notice to Proceed for Housing Projects.

The date the wage rates were confirmed by the Labor Standards Officer must be recorded.

- For Housing: Following execution of the contract documents and completion of the pre-construction conference, it is typical practice to issue a Notice to Proceed (NTP). The Notice to Proceed marks the start date of contract performance. There is a ten (10) day window built into the NTP for construction commencement. If construction cannot commence during that period, the LSO must obtain a new General Wage Determination (GWD) once a new date to commence has been established. At this point, the project may not commence until the new wage determination has been obtained;
- For Competitive Sealed Bid: the “Bid Opening Date” is the date sealed bids are opened.
- For Micro purchase, Small Purchase, Other Non-Sealed Bids: the “Bid Open Date” is the due date for Quotes. At a minimum, wage determinations must be checked for

is CDBG-funded or less than twelve (12) units if the project is HOME funded. A property is defined as one or more buildings on an undivided lot or on contiguous lots or parcels which are commonly owned and operated as one rental or project.

modifications prior to the due date of when quotes were received, specifically no less than two (2) days prior.

Wage Determinations may be updated as late as the day prior to bid opening. It is incumbent upon bidders to reference the bid on NCORR's website, and the subrecipient's website, to access the most recent wage determination for their projects of interest: [Requests for Proposals | ReBuild NC](#).

- For Housing: Wage determination "locks-in" at construction contract award or start of construction, whichever occurs first;
- For Infrastructure: Wage determination "locks-in" at bid opening provided construction contract is awarded within ninety (90) days. The LSO must reconfirm the wage determination if the construction contract award is made beyond ninety (90) days and update wage decisions as of the date of award unless an extension is obtained. HUD may request an extension to the effective date of the prior wage decision from DOL. Such requests shall be prepared by HUD Greensboro Office Field Labor Relations Director / Specialist and submitted through the Regional Labor Relations Officer to the Headquarters Office of Labor Relations.

Per [29 CFR 5.5\(e\)](#) contracts covered by DBRA are considered to include the correct wage determination(s) for the work included by operation of law. A contract that proceeds under an incorrect wage determination is still subject to the correct determination and may be required to pay restitution for underpayment of workers.

A copy of the current wage determination must be retained in the project files maintained by the subrecipient, along with other labor standards documentation, and must be provided to NCORR representatives upon request. All labor standards documentation, along with other project documentation, must be retained for at least three (3) years following project completion. For further information on recordkeeping requirements, see [29 CFR 5.5\(a\)\(3\)](#).

5. Confirm the Recommended Construction Contractor's Eligibility Status (Pre-Construction)

Prior to the award or execution of any construction contract funded using HUD funds, the LSO must verify that neither the prime contractor(s) nor any of their subcontractors are listed as "debarred" in the System for Award Management (SAM) at [SAM.gov](#) and the North Carolina Debarred Vendors list at [NC DOA](#). All contractors must be verified through the [SAM.gov](#) and [NC DOA](#) websites prior to any formal action authorizing the award of the construction contract to the contractor.

The LSO must maintain records verifying that a contractor is not debarred in the subrecipient project files, and these records must be provided to NCORR representatives upon request.

The date the contractor is shown to be eligible to work on a federally funded project (the date the SAM and DOA checks were conducted) must be recorded.

6. Award the Construction Contract (Pre-Construction)

Each construction contract subject to Davis-Bacon labor standards requirements must include provisions containing labor standards compliance clauses (HUD Form 4010) and a Davis-Bacon wage determination. Current wage determinations appropriate to the contract scope and location and the required contract clauses are considered to be incorporated into DBRA-covered contracts by operation of law whether or not they are included in the contract itself (see [29 CFR](#)

[5.5\(e\)](#)). All DBRA-covered contracts should include the correct wage determination(s) and the full text of all required contract clauses in order to avoid penalties.

The labor standards compliance clauses:

- Describe the responsibilities of the construction contractor concerning Davis-Bacon wages;
- Obligate the construction contractor to comply with the labor requirements;
- Provide for remedies in the event of violations, including withholding payments due to the construction contractor to ensure the payment of wages or liquidated damages;
- Enable the LSO to enforce the labor standards applicable to the project; and
- Sub-recipients will incorporate [HUD Labor Standards Form 4010](#) in the construction contract.

If the contract is awarded more than ninety (90) days after bid opening, a general wage decision must be updated as of the date of award unless an extension is obtained.

Additional Classification and Wage Rate

The LSO may request additional classifications and wage rates in writing through NCORR using the [SF 1444 Request for Authorization of Additional Wage Classification](#). Note that the initial request must be submitted by the prime contractor and follow the instructions in [Section 3-17 of HUD Handbook 1344.1, Rev. 3](#). As appropriate, change orders may also be utilized as an acceptable method for modifying contracts post-award to incorporate valid wage determinations and additional classifications.

The LSO may not submit the Final Wage Compliance Report or Project Completion Report if any Requests for Authorization of Additional Classification are pending with DOL. This is because NCORR would be unable to approve certified payrolls that included job classification(s) that were not listed in DOL's prevailing wage determination. In the event DOL disapproves the proposed wage rate and construction has been completed, the prime contractor would owe restitution to the affected worker(s). However, work may continue while a Request is pending as long as wages are reconciled before construction is complete.

7. Submit the Labor Standards Record (Pre-Construction)

The LSO should inform the NCORR Program Manager of the prime and subcontractors performing work per project. This information is relevant for each construction contract over \$2,000 and must be submitted prior to (not with) the first Request for Payment for work performed.

This information should be submitted for each prime construction contractor and must reflect all subcontractors who have contracted with the prime contractor. If subcontractors change during the construction period, the information should be updated to reflect the change in subcontractors.

8. Review Project Payrolls During Construction (Post Start of Construction)

LSOs or other designated inspectors must conduct on-site visits at project sites where Davis Bacon has been triggered. These visits must include interviews regarding wages and employment conditions with a percentage of workers randomly chosen. The same workers should not be chosen on repeat visits. Additionally, the LSO must review weekly payrolls and

related submissions to ensure the labor standards requirements have been met. The LSO will notify the subrecipient of any discrepancies or errors discovered during the review or site visit and will provide instructions regarding steps that must be taken to correct discrepancies.

On-site Interviews and inspections

Every employer (contractor, subcontractor, etc.) must make their workers available for interview at the job site upon request by the LSO, and/or representatives from NCORR, HUD, or DOL.

Employee Interviews should be representative of all classifications of workers on the project. The number and quality of interviews documented should reflect the LSO's diligence in ensuring that workers are paid at least the minimum prevailing wage rates established, that the interviews are confidential, and that the workers will be asked the type of work they perform and their rate of pay. Employee participation in the interviews is voluntary. If an employee declines to participate, the interviewer should document this in the file accordingly.

Every effort should be made to ensure that these interviews cause as little disruption as possible to the on-going work. Interview information must be recorded on the [Record of Employee Interview form](#). If workers are not available for interview during the LSO's on-site visit, the LSO must document the date of the on-site visit, the reason workers were not available, and the attempt to obtain the required information through other means, such as sending mailed questionnaires.

In addition to any required temporary or permanent signage indicated in the construction contract, the prime contractor must post a copy of the wage determination and both English and Spanish copies of the DOL Davis-Bacon poster entitled "Employee Rights under the Davis-Bacon Act" (<https://www.dol.gov/agencies/whd/posters/dbra> for English and <https://www.dol.gov/agencies/whd/posters/dbra/espanol> for Spanish) at the job site in a place that is easily accessible to all construction workers employed on the project. If the contractor requests additional classification(s) as described above, the contractor must also post notice of the request and the associated wage determination on the job site.

Project Payroll Reviews

A weekly certified payroll report must be completed by each prime and subcontractor, and submitted to the subrecipient, beginning with the first week in which construction begins on the project and for every week thereafter until project completion. The LSO must review the payroll submissions in a timely manner to ensure that:

- Workers are properly listed on the payroll for days worked, work classification, and rate of pay (compare to on-site interview forms);
- The payrolls are complete and signed by an authorized signatory, either in original ink or electronic signature (this person must be an officer of the company unless they have designated another individual, in writing, to sign on their behalf);
- Workers are paid no less than stated on the wage determination associated with the listed work classification and fringe benefits are paid into an approved plan⁵, if applicable;

⁵ Regulations related to fringe benefits, including the annualization of contributions to certain fringe benefit plans for workers engaged in both DBRA and non-DBRA work, criteria for categorizing non-funded benefit plans, and requirements related to the cost of apprenticeship programs may be found at [29 CFR 5.25\(c\)](#).

- Apprentice and trainee certifications, program standards, pay scales and journeyman-to-apprentice ratios are submitted;
- Employee payroll deduction authorizations for other deductions are submitted, if applicable; and
- Calculated weekly amounts are correct according to the listed hours and wage rate.

The LSO must maintain a record of payroll reviews by completing and signing the DOL Payroll Certification, and signing the employee interview forms, as the payroll examiner. Employers will use the [DOL's Wage and Hour Division Payroll Form WH-347](#) to record and submit payroll.

Payroll Certification

The prime contractor and all subcontractors will certify payrolls by signing the Statement of Compliance that accompanies form WH-347 and then submitting the document as certified to the LSO. Certified payrolls must contain either an original handwritten signature or a legally valid electronic signature (see 29 [CFR 5.5\(a\)\(3\)\(ii\)\(A\)](#)). The prime contractor is responsible for ensuring that all subcontractors comply with federal labor standards.

Subcontractors working independently, without a crew, should submit their payroll to the prime contractor for certification.

All regular payroll records and supporting documents must be retained by both parties for a period of not less than three (3) years after project has been completed. For further information on recordkeeping requirements, see [29 CFR 5.5\(a\)\(3\)](#).

9. Submit a Payroll Review Certification (Post Start of Construction)

Subrecipients and Prime Contractors must submit certified payrolls weekly by Monday for the preceding week to the subrecipient or their NCORR representative.

Certified payrolls should be submitted to NCORR by the first Wednesday of each month regardless of whether a reimbursement request has been submitted. Additionally, LSOs submitting certified payrolls alongside a reimbursement request must submit any certified payroll for the time period covered by the request that has not yet been submitted for review by NCORR. Failure to submit certified payrolls in a timely manner may result in a corrective response from NCORR. This certification is completed by the LSO stating that all payrolls for the prime and subcontractors have been reviewed for the time period covered in the request weekly, and weekly certified payroll report for all prime and subcontractors are kept in the local Subrecipient Agreement files.

If there are no hours worked subject to DBRA compliance, then Form WH-347 should be submitted with a vertical line struck through it.

10. Submit Construction Completion Reports

Upon completion of the construction contract, after all the work has been completed, including punch list items:

- a final inspection must be conducted, and
- all parties must agree the work is acceptable.

A final inspection is required for each prime construction contract and the Use of Occupancy Permit (UOP), sometimes called the Certificate of Occupancy (CO), issued by the jurisdictional

regulator authority. The UOP or UOC will serve as official notification that the project is complete.

NCORR recommends all LSOs sign the [Final Wage Compliance Report \(FWCR\)](#) at the time of project completion. This report will be reviewed prior to NCORR closing out the project. If the form is not present at close out, it will be requested from the Subrecipient. Projects completed prior to the publication of Version 1.0 of this document are not subject to this requirement.

Additional Step – If there is a Pre-Construction Conference the LSO will explain Labor Standards

A pre-construction conference should be held with the subrecipient, property developer or owner, engineer, architect, prime contractor, subcontractor(s), inspector(s), LSO, and all applicable utility companies prior to the start of construction. As a best practice, the subrecipient and LSO should document and retain pre-construction conference minutes, including a list of attendees and an outline of the required federal/state labor requirements utilizing the NCORR Pre-construction Conference Report.

The pre-construction conference should include:

- Discussion regarding the responsibilities and obligations of prime and subcontractors awarded the project;
- Discussion of applicable federal, state, local, and program guidelines;
- Discussion of all construction details, time frame of project, payment request requirements, labor standards requirements, and penalties for failure to comply with requirements;
- Delivery of required, contractor and subcontractor, bonds and certificates of insurance to the subrecipient;
- Delivery of all necessary General Wage determinations, labor posters, and any additional classifications to the contractor along with information that will assist the prime contractor with DBRA compliance;
- Delivery of Davis Bacon and Labor related Project Signage (<https://www.dol.gov/agencies/whd/posters/dbra>) and
- Discussion of applicable special conditions identified in the Subrecipient Agreement and construction contract.

Additional Step – Change Orders

If a change order is issued on a contract, the wage determination(s) current at the time of the change order must be included in the change order. If the wage determination(s) has been updated since the original contract was executed, workers performing work added via change order that was not included in the initial scope of work must be paid at the rates included in the current wage determination. Likewise, all work performed under a change order that extends the timeframe of the contract, whether or not that work was included in the original contract, must conform to the current wage determination. Wage determinations should be obtained for change orders using the same process as those for the original contract. See [29 CFR 1.6\(c\)\(2\)\(iii\)](#).

4. Restitution for Underpayment of Wages

Where underpayments of wages have occurred, the prime contractor must pay wage restitution to the affected workers or direct their subcontractor to do so. Wage restitution must be paid promptly in the full amounts due, less any permissible and authorized deductions in accordance with [HUD Handbook 1344.1 Chapter 5](#).

Current wage determinations appropriate to the contract scope and location and the required labor standards contract clauses are considered to be incorporated into DBRA-covered contracts by operation of law whether or not they are included in the contract itself (see [29 CFR 5.5\(e\)](#)). Contractors must conform to the correct wage determination(s) and the required labor standards clauses whether or not they were incorporated into the contract as executed.

Notification to the prime contractor

The LSO must notify the prime contractor, in writing, of any underpayments found during their review of the prime contractor or subcontractor payroll as well as any other reviews.

The notice must describe the underpayments related to Davis Bacon Wage Decisions and provide instructions for computing and documenting the restitution to be paid. The prime contractor and/or its subcontractors are allowed two (2) pay periods to pay restitution to all workers affected, during which time all workers must be paid the correct base, fringe, and overtime rates to avoid further restitution payments. The prime contractor will provide corrected certified payroll forms for the period cited and proof that restitution has been made to all affected workers to the designated LSO. For underpayments related to overtime, see “overtime and underpayment” below.

If proof of restitution has not been provided, NCORR reserves the right to withhold payment in the amount sufficient to satisfy the restitution and may require additional documentation before the full reimbursement requests can be processed. NCORR may withhold payment from other federal contracts held by the same prime contractor, including contracts awarded or assisted by other agencies per [29 CFR 5.5\(a\)\(2\)](#).

Computing wage restitution

Wage restitution may be computed as follows:

1. Total hours worked times (x) adjustment rate (Davis Bacon rate minus (-) rate paid) = wage restitution due; or
2. Total wages earned minus (-) total wages paid = wage restitution due.

Overtime and underpayment

Overtime hours are defined as all hours worked on the work site in excess of forty (40) hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits. The premium pay (1/2 time pay) is not applied to fringe benefits. If workers do not receive at least one and one-half times the regular rate of basic pay for any overtime hours worked on the project, the following will occur:

- If the project is greater than \$100,000 and is therefore subject to [Contract Work Hours and Safety Standards Act \(CWHSSA\)](#) overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project;
- The employer or its subcontractors will also be liable to the Department of Labor for liquidated damages (overtime violation dollar penalty) computed at \$31 per day per person per [29 CFR 5.8\(a\)](#), in accordance with and subject to change as updates are published by DOL.

See [Chapter 5 of the HUD Handbook \(5-13\)](#) for further details.

- In every case where overtime violations are disclosed, the LSO shall notify the employer in writing of the dollar amount of liquidated damages computed, the bases for the computations, and NCORR's intent to assess. A copy of the notice shall be sent to the prime contractor when the employer involved is a subcontractor. The notice shall inform the employer that it has sixty (60) days to file a written request for a reduction or waiver of liquidated damages and that absent a timely reduction or waiver request, the determination is final. See [Chapter 5 of the HUD Handbook \(5-13\(B\)\)](#) for further details.
- NCORR shall refer the case to the HUD Labor Standards Specialist, who shall take appropriate action to implement a final order affirming, reducing, or waiving the dollar amount of liquidated damages assessed, or an assessment that has become final absent a request for reduction or waiver. All liquidated damages assessed must be paid over to HUD.

Restitution waivers, reductions, and appeals

As previously noted, the employer may request a reduction or waiver of liquidated damages. The only grounds for approving a reduction or waiver are where the computation of liquidated damages is incorrect or that the violation(s) occurred inadvertently notwithstanding the exercise of due care on the part of the employer. The employer's request shall be made in writing within sixty (60) days after the date of the notice and shall explain the reason(s) why a reduction or waiver is warranted. NCORR shall send the waiver written request for reduction or waiver to HUD for determination. The following are the possible determinations of the employer's reduction or waiver request:

- If the computed dollar amount of liquidated damages is \$100 or less, HUD's Labor Standards Specialist (LSS) may issue a final order affirming, reducing, or waiving liquidated damages.
- If the computed dollar amount of liquidated damages is greater than \$100 but no more than \$500, HUD's Deputy Director may issue a final order affirming, reducing, or waiving liquidated damages.
- If the computed dollar amount of liquidated damages is greater than \$500, the matter must be forwarded to DOL through the Deputy Director and HUD's Headquarters Labor Standards (HQLS) for disposition. The Deputy Director shall forward to HQLS a copy of the notice, the employer's request and any other pertinent documentation or information, together with a recommendation whether to affirm, reduce or waive the dollar amount of liquidated damages. After review, HQLS will either issue a final order affirming the assessment of liquidated damages or transmit a recommendation for reduction or waiver to DOL for final decision.
- Final orders that affirm or reduce the dollar amount of liquidated damages shall state that the employer may appeal the order to the U.S. Claims Court, Washington, D.C., within sixty (60) days of the date of the order.

If the employer fails to request a waiver for the assessed liquidated damages or the final order results in some level of liquidated damages, NCORR may:

- **Withhold payments due the contractor:** If violations are not corrected within 30 days after notification to the prime contractor, NCORR may cause a withholding from payments due to the contractor of an amount necessary to ensure the full payment of restitution and, if applicable, to cover liquidated damages computed for CWHSSA overtime violations. Only the amounts necessary to meet the potential back wage and CWHSSA liquidated damages liabilities shall be withheld. NCORR may withhold payment from other federal contracts held by the same prime contractor, including contracts awarded or assisted by other agencies per [29 CFR 5.5\(a\)\(2\)](#).

- Stipulation to future compliance: Where the nature and/or scope of the violations are deemed substantial or serious, where the violating employer has been uncooperative, or where continued compliance is in question, NCORR may request that the employer provide a stipulation to future compliance. This is particularly important where a recurrence of labor standards violations is probable. NCORR may consult with HUD as to whether a stipulation is appropriate. The refusal of an employer to provide a stipulation when requested by NCORR is deemed serious and may be cause for the matter to be referred to DOL for further consideration. Such referrals will be made through HUD.
- Pay over liquidated damages assessed to HUD: All liquidated damages assessed must be paid over to HUD in the following manner:
 - If funds have been withheld or placed in a deposit or labor standards escrow account and the amount in reserve is greater than the amount of the assessment, any excess funds shall be released to the depositor or to the entity to which the withheld/escrowed funds belong. A full refund is likely appropriate when liquidated damages have been waived.
 - If the amount in reserve (e.g., withholding, deposit, labor standards escrow), if any, is less than the amount required, the additional amount needed is collected from the employer. If the employer is unable or unwilling to provide additional funds, a demand shall be made on the prime contractor.
 - NCORR will provide, as appropriate, specific instructions from HUD to contractors and subrecipients for payment of liquidated damages by wire transfer to the HUD U.S. Treasury account. Prior to any transfer of funds, NCORR will work with HUD to execute a deposit agreement.
 - In accordance with Miscellaneous Receipts Act, The Office of Davis-Bacon and Labor Standards (DBLS) shall transfer semiannually to the U.S. Treasury liquidated damages assessed to contractors during the previous six-month period.

Liquidated damages arising from a DOL enforcement action

Where a DOL investigation or other enforcement action discloses CWHSSA overtime violations, DOL will transmit a report of the action and its computation of associated liquidated damages to the relevant federal agency for its disposition. As appropriate, NCORR will follow the instructions of the disposition and final order regarding the assessment and implementation of the liquidated damages.

Corrected payrolls

Contractors and subcontractors will use and submit the certified payroll form (WH-347) to report corrections and restitutions. The corrected payroll will reflect the period of time for which restitution is due (for example, in the “Payroll” field indicate the payroll number the corrections coincide by following the payroll number with a dash and then “Corrected”).

For their records, the Contractor and/or Subcontractor will attach the “Corrected” payroll to the previously submitted payroll it coincides with and retain in their records for no less than three (3) years from project end date.

The LSO will attach the “Corrected” certified payroll form to the previously submitted certified payroll form it coincides with and retain in the Subrecipients records no less than three (3) years from project end date.

Review of corrected payroll

The LSO will review the corrected payroll to ensure that full restitution has been paid. The prime contractor shall be notified in writing of any additional discrepancies and/or required payments.

If the prime contractor is notified of additional discrepancies and/or required payments, they will follow the procedure for submitting “Corrected” payrolls and submit within ten (10) days of notification.

Inability to locate worker

Sometimes wage restitution cannot be paid to an affected worker because, for example, the worker has moved and cannot be located. In these cases, at the end of the project the prime contractor will be required to place in a deposit or escrow account an amount equal to the total amount of restitution that could not be paid because the worker(s) could not be located. The LSO will continue to attempt to locate workers entitled to restitution for three (3) years after the completion of the project. After three (3) years, any amount remaining in the account for workers restitution will be credited or forwarded by the LSO to NCORR, who will then wire the funds to HUD to be placed in an Unfound Worker Account.

5. Labor Disputes

Administrative Review on Labor Standards Disputes

NOTE: The prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors.

The labor standards clauses in the CDBG-DR or CDBG-MIT Subrecipient Agreement and DOL regulations provide for administrative review of issues by NCORR where there is a difference of views between the LSO and any employer. The most common situations include:

- Findings of underpayment: Compliance reviews and other investigations may result in findings of underpayment. The employer will have an opportunity to provide additional information to the LSO that may explain apparent inconsistencies and/or resolve the discrepancies.
- Withholding: The LSO may cause withholding of payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within thirty (30) days after notification to the prime contractor.

Deposits and Escrows

It is the goal of NCORR to complete compliance actions and resolve any disputes before project completion and final payments are made. However, if corrective actions or disputes continue after the project is completed, provisions have been made to ensure that funds are available to pay any substantiated wage restitution. In these cases, NCORR may allow the project to proceed to final closing and payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a designated account. The deposit or escrow account is controlled by the NCORR’s Finance Department. Upon final decision, the NCORR’s Finance Department makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

- Where the parties have agreed to the amount of wage restitution and/or any liquidated damages due, but the employer has not yet furnished evidence that all underpaid workers have received

their back wages, the deposit should be equal to the amount of restitution due to workers not supported by adequate documentation of payment. As proper documentation is received, amounts corresponding to the documentation are returned to the prime contractor. Amounts for any workers who cannot be located are held in the escrow account for three (3) years and disbursed as described above (See Restitution on Underpayment of Wages);

- Where underpayments are suspected or alleged, and an investigation has not yet been completed. The deposit should be equal to the estimated amount of wage restitution and/or any liquidated damages due.

If the final amount of wage restitution and/or liquidated damages determined is less than the estimated wage restitution and/or liquidated damage If the final amount of wage restitution and/or liquidated damages determined is less than the estimated wage restitution and/or liquidated damages. The remaining funds, after restitution has been disbursed to the worker(s) and liquidated damages disbursed, will be returned to the contractor and/or subcontractor.

The remaining funds, after restitution has been disbursed to the worker(s) and liquidated damages disbursed, will be returned to the contractor and/or subcontractor.

Restitution funds for workers that could not be located will be retained as described above. If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained earlier.

- Where the parties are waiting for the outcome of an administrative hearing that has been or will be filed contesting a final determination of wages due, the deposit shall be equal to the amount of wage restitution and liquidated damages calculated by the LSO and/or NCORR. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision, as described above.

Debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Labor Standards (DBLS) will be ineligible (debarred) to participate in any DBLS contracts for up to three (3) years. Debarment includes the contractor and/ or subcontractor and any firm, corporation, partnership, or association in which the contractor and/or subcontractor has a substantial interest. Debarment proceedings can be recommended by the LSO or can be initiated by the Department of labor (DOL) on its motion. Debarment proceedings are described in [29 CFR §5.12](#).

Anti-Retaliation

It is unlawful to retaliate against workers or job applicants for engaging in protected activities including but not limited to notifying making a complaint related to DBRA requirements and participating in an investigation or other compliance action related to DBRA. Such actions may lead to debarment of the contractor and other remedial actions, including but not limited to, employment, reinstatement, front pay in lieu of reinstatement, and promotion, together with back pay and interest; compensatory damages; restoration of the terms, conditions, and privileges of the worker's employment or former employment. See [29 CFR 5.5\(a\)\(11\)](#) and [\(b\)\(5\)](#) and [5.18](#).

6. Exemptions

With the exception of the situations listed in this section, all workers employed by contractors and/or subcontractors in the performance of construction work financed in whole or in part with assistance received under the HUD funded programs, including CDBG-DR and CDBG-MIT, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

The following contracts and activities are exempt from Davis-Bacon labor standards requirements except where indicated:

- Prime Construction contracts of \$2,000 or less;
- Single Family, Owner-Occupied Residences;
- Rehabilitation of residential properties containing fewer than eight (8) units;
- Apprentice labor may be compensated at rates less than those prescribed by the wage decision for their craft provided the apprentices are individually registered in an approved apprenticeship program in which the contractor participates, and which is approved by the DOL. Apprentices must also satisfy other conditions as specified in the [Labor Standards Contract Provisions](#) and the [HUD Handbook, Chapter 4 \(4-6\)](#). Apprentices must be adequately documented as such and must comply with DOL requirements for apprentices to qualify for exemption from Davis Bacon requirements. Apprentice labor must be reported in certified payrolls.⁶
- Volunteer labor is allowed, provided the volunteers meet the criteria found in [24 CFR Part 70](#). Additionally, nominal benefits cannot be tied to productivity, hours worked, or in any way be construed as wages. Please contact NCORR for further guidance if volunteers are going to be utilized.
- Convict labor is subject to DBRA, there are no exemptions for convict/prison inmate labor on DBRA-covered contracts unless another exemption applies;
- Employees of the Local Subrecipient (Force Account labor). In such cases, the governmental entity does not have to pay the Davis-Bacon wage rates but can, instead, pay the rates normally paid to employees on staff. The amounts paid to workers on force account projects are allowable costs under HUD funded programs, including CDBG-DR and CDBG-MIT. If the project otherwise meets the requirement to adhere to federal labor standards, those portions of the project not completed “in house” must meet all fair labor standards requirements, including Davis-Bacon. For questions, please see [Chapter 15 of the Department of Labor Field Operations Handbook](#).
- Only private or local funds used for rehab or construction unrelated to HUD funded programs, including CDBG-DR or CDBG-MIT projects;
- Holding/maintaining properties (land bank);
- Standalone demolition work which does not constitute construction, alteration, or repair and when there is no contemplated future construction. However, demolition, clearance, and debris removal are covered by DBRA when planned as part of the same construction contract or when subsequent construction is contemplated as part of a future construction project under another DBRA eligible activity. Demolition is also covered under DBRA when the demolition or removal itself constitutes construction, alteration, or repair of an existing building or work (e.g., asbestos

⁶ Apprentices or trainees who have been employed on projects in excess of the allowable ratio or unregistered apprentices or trainees may be owed restitution per [HUD Handbook 1344.1 5-11\(B\)](#)

removal from a facility that will not be demolished; land recycling that involves substantial earth moving);

- Professional service activities such as acquisition, engineering, architectural, and administrative services are exempt;
- Labor/installation charges on equipment or materials purchases, if that portion of the contract is less than thirteen (13) percent of the total cost of the item(s) purchased;
- Construction work performed by a public utility extending its own utility system.⁷

7. Recordkeeping Requirements

In order to demonstrate Davis-Bacon compliance, subrecipients must maintain a file including but not limited to the following documentation for each construction contract (see [Appendix A: Laws, Regulations, and Links](#) of this document for links to online forms as well as [Appendix C: Forms](#) for NCORR forms) for a minimum of three (3) years after the completion date of applicable project. For further information on recordkeeping requirements, see [29 CFR 5.5\(a\)\(3\)](#).

Document	Submission Timeline
Wage Determination Form(s)	Submit to NCORR prior to bid award
Wage Rate Decision(s)	Attach to Wage Determination Form
Request(s) for Additional Wage Classification and Rate*	Submit to NCORR as needed
Pre-construction conference report minutes and sign-in sheet(s)*	Optional Meeting - Submit to NCORR prior to start of construction if held
Labor Standards Record	Submit to NCORR prior to start of construction
Eligibility Verification printouts from SAM (for each prime and/or subcontractor)	Attach to Labor Standards Record
Supplemental LSR, if any*	Submit to NCORR if needed
Payrolls, with evidence of compliance review	Submit to NCORR with Request for Payment
Employee interviews	Submit to NCORR with latest Request for Payment
Interim inspection reports	Submit to NCORR when available
Wage violations (amount of restitution, number of hours and days)*	Submit to NCORR as needed
Liquidated damages fees and documentation (if any)*	Submit to NCORR as needed
Certificate(s) of Construction Completion	Submit to NCORR upon construction completion

⁷ The subrecipient must notify its NCORR Grant Manager in writing if pursuing this method prior to construction. NCORR may request documentation prior to authorizing payment that the price charged by the public utility is less than the price that would be anticipated if the construction had been procured by sealed bids.

Final Wage Compliance Report(s)*	Submit to NCORR upon construction completion
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*Optional or as applicable documentation

Labor standards compliance documents contain highly sensitive and confidential information; therefore, it is critical to carefully guard this sensitive information so that the person(s) for whom the information has been collected is not unduly exposed to financial or personal risk. NCORR and subrecipient staff must take necessary precautions to safeguard sensitive information that may be collected or generated for labor standards purposes. Such sensitive information and associated documents include, but are not limited to SSNs, employee addresses, certified payroll reports, complainant statements, on-site interview records (form HUD-11), schedules of wages due, interview statements, compliance review notes, and enforcement reports.

NCORR preserves and retains standard compliance documents for a period of five (5) years following the completion of work. NCORR follows the guidelines outlined in [Labor Relations Letter 2006-02](#), to minimize risk of improper and/or unnecessary disclosure. Guidelines include:

- Keep sensitive materials private at all times (in locked file cabinet, not left in areas accessible to the public);
- Do not include Social Security Numbers on documents and records unless it is absolutely necessary;
- Do not disclose the identity of any informant unless it is necessary and only if authorized by the informant;
- Dispose of documents and records containing sensitive information responsibly.

8. Reporting

Local authorities and subrecipients must report to HUD on all DBRA regulated contracts awarded and on all enforcement actions taken every six (6) months. Semi-annual labor reports are due to HUD in April (for the period October 1 through March 31) and October (for the period April 1 through September 30). NCORR monitors its subrecipients for completion of the reports. The Semi-Annual Labor Standards Enforcement Report form (HUD-4710) and Instructions (HUD-4710i) are available on [HUD's website](#) and Appendix C.

Local authorities and subrecipients must retain a copy of the Semi-Annual Enforcement Report in their files. NCORR will collect the reports from its subrecipients and compile a comprehensive report covering all the Davis-Bacon construction activity.

9. Multifamily Construction

(including new construction and reconstruction of Public Housing Authority multifamily housing units)

HUD funded housing construction projects consisting of properties with eight (8) or more residential units are subject to Davis-Bacon regulations. Subsequently, all subrecipients of HUD funded housing-related projects which meet DBRA criteria, including CDBG-DR and CDBG-MIT projects, are subject to Labor Standards requirements contained within this chapter. Certain components of the process for multifamily housing construction and rehab may be funded in partnership with the North Carolina Housing Finance Agency. Due to rigorous requirements from NCHFA and the IRS tax code, those projects

may follow different timelines. All multifamily projects funded through NCORR are subject to the following, as applicable:

- NCORR requires that the LSO obtain the construction Notice to Proceed (NTP) from the appropriate NCORR staff or agency designee prior to any project construction activity. The NTP authorizes project construction to start and locks in the general wage determination issued for the project. Wages must be re-verified if construction does not begin within ten (10) days of the NTP.
- Public housing construction contracts must contain the following clauses:
 - For contracts over \$250,000: [HUD-5370 General Conditions for Construction Contracts - Public Housing](#)
 - For contracts between \$2,000 and \$250,000: [HUD-5370-EZ General Contract Conditions for Small Construction/Development Contracts](#)
- Subrecipients must comply with any subsequent wage determinations necessitated by change orders after the NTP is issued (see [Additional Step – Change Orders](#)).

The subrecipient must also adhere to all provisions of the Subrecipient Agreement and comply with all local, state, and federal laws, rules, and regulations and agencies as referenced in any applicable Land Use Restriction Agreement (LURA).

Appendix A: Laws, Regulations, and Links

<i>Davis-Bacon and Labor Standards Agency / Contractor Guide and Contractor Guide Addendum</i> (recommended for inclusion in ITB (Issue to Bid) packages)	Davis-Bacon and Labor Standards: Agency/Contractor Guide (hudexchange.info) Davis-Bacon and Labor Standards: Contractor Guide Addendum (hudexchange.info)
Davis-Bacon Act	40 USC Chapter 31, Subchapter IV
Contract Work Hours and Safety Standards Act (CWHSSA)	40 USC Chapter 37
Copeland (Anti-Kickback) Act	18 USC §874 40 USC §3145
Fair Labor Standards Act	29 USC Chapter 8
Title I of the Housing and Community Development Act of 1974	42 USC Chapter 69
Labor Standards; Rate of Wages; Exceptions; Enforcement Powers	42 USC §5310
Rate of Wages for Laborers and Mechanics	40 USC §3142
Rules and Instructions Concerning Davis-Bacon and Other Labor Laws	29 CFR Part 1 29 CFR Part 3 29 CFR Part 5 29 CFR Part 6 29 CFR Part 7
Use of Volunteers on Projects Subject to Davis-Bacon and Hud-Determined Wage Rates	24 CFR Part 70
Federal Labor Standards Requirements in Housing and Urban Development Programs	HUD Handbook
HUD Labor Standards and Related Forms	HUD Forms
DOL Field Operations Handbook - Davis-Bacon and Related Acts and Contract Work Hours and Safety Standards Act	Field Operations Handbook, Chapter 15
System for Award Management	SAM.gov
Davis Bacon and Labor-Related Project Signage	Davis-Bacon Poster (Government Construction)
DOL's Wage and Hour Division Payroll Form	DOL Form WH-347
Federal Labor Standards Provisions	Form HUD-4010
Public Housing: Conditions for contracts over \$250,000	HUD-5370
Public Housing: Conditions for contracts between \$2,000 and \$250,000	HUD-5370-EZ

Appendix B: Labor Standards Contract Provisions (Form HUD-4010)

All contracts and subcontracts subject to Davis Bacon and Related Acts (DBRA) requirements shall contain the following provisions, taken from [Federal Labor Standards Provisions, Form HUD-4010](#). Additionally, be included as a required document in all Issue to Bid (ITB) packages related to construction and/or procurement documents related to HUD funded construction projects, including CDBG-DR and CDBG-MIT, in excess of \$2,000.

**HUD-4010
Federal Labor Standards Provisions****U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards****A. APPLICABILITY**

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

1. Minimum wages and fringe benefits

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

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

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

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

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

2. Withholding

i. Withholding requirements

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

ii. Priority to withheld funds

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

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

3. Records and certified payrolls

i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs

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

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

ii. Certified payroll requirements

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

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

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

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

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

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

4. Apprentices and equal employment opportunity

i. Apprentices

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

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

5. Compliance with Copeland Act requirements.

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

- 6. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
- 7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 10. Certification of eligibility.**
- i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
 - iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.
- 11. Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
 - iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.
- B. Contract Work Hours and Safety Standards Act (CWHSSA)**
The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

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

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

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

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

F. HEALTH AND SAFETY

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

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

Appendix C: Forms

See the following pages for sample forms.



North Carolina Office of Recovery and Resiliency

Wage Determination Form

Ten (10) days or **less** before the bid opening date, confirm that the initial wage determination inserted in the bid package is still current. The LSO shall confirm the applicable wage determination **10 calendar days** before the bid opening date. Wage rates are not "locked-in" and may be modified until bids are opened. If wage rates are modified after the Ten-Day Confirmation but before bid opening, and the LSO is unable to contact all bidders, contact the NCORR Labor Standards Specialist.

Subrecipient:		Contract Number:	
Confirmation Information:			
Confirmed Wage determination:		Published Date:	
Bid Activity:			
Labor Standards Officer Confirming:			
Date of Confirmation		Bid Opening Date*	

(*If the Small Purchase method of procurement is used the above entry will be the bid tabulation date.)

If Wage determination was modified, describe action taken by Labor Standards Officer to distribute the updated Wage determination to all interested parties:

Action Taken: <input type="checkbox"/> None <input type="checkbox"/> Faxed <input type="checkbox"/> Emailed <input type="checkbox"/> Mailed

Ten (10) days or **less** before the bid opening date, confirm that the initial wage determination inserted in the bid package is still current. Count the 10 days to include the weekends - **10 calendar days** before the bid opening date. Wage rates are not "locked-in" and may be modified until bids are opened. If wage rates are modified after the Ten-Day Confirmation but before bid opening, and the LSO is unable to contact all bidders, contact the NCORR Labor Standards Specialist.

Subrecipient:		Contract Number:	
Confirmation Information:			
Confirmed Wage determination:		Published Date:	
Bid Activity:			
Labor Standards Officer Confirming:			
Date of Ten-Day Confirmation		Bid Opening Date*	

(*If the Small Purchase method of procurement is used the above entry will be the bid tabulation date.)

If Wage determination was modified, describe action taken by Labor Standards Officer to distribute the updated Wage determination to all interested parties:

Action Taken: <input type="checkbox"/> None <input type="checkbox"/> Faxed <input type="checkbox"/> Emailed <input type="checkbox"/> Mailed

Signature of Labor
Standards Officer:

Date:

Comments:

****Attach Wage determination to this form and submit NCORR prior to start of construction****

Disclaimer: The North Carolina Office of Recovery and Resiliency has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the North Carolina Office of Recovery and Resiliency assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the North Carolina Office of Recovery and Resiliency's standard review and update schedule.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE	CHECK APPROPRIATE BOX <input type="checkbox"/> SERVICE CONTRACT <input type="checkbox"/> CONSTRUCTION CONTRACT	OMB Control Number: 9000-0066 Expiration Date: 5/31/2025
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Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

INSTRUCTIONS: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPPLICATE, TO THE CONTRACTING OFFICER.

1. TO: ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210	2. FROM: (REPORTING OFFICE)
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3. CONTRACTOR	4. DATE OF REQUEST
---------------	--------------------

5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (if APPLICABLE) (SERVICE CONTRACT ONLY)
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10. SUBCONTRACTOR (IF ANY)

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)

12. LOCATION (CITY, COUNTY, AND STATE)

IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: _____	DATED: _____	
a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (Service contracts only) <i>(Use reverse or attach additional sheets, if necessary)</i>	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE
--	--

16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE
---	-------	---

TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SERVICE CONTRACT LABOR STANDARDS) OR FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))

THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send 3 copies to the Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE

TITLE AND COMMERCIAL TELEPHONE NUMBER

DATE SUBMITTED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS USABLE

STANDARD FORM 1444 (REV. 4/2013)
Prescribed by GSA-FAR (48 CFR) 53.222(f)



North Carolina Office of Recovery and Resiliency

Pre-Construction Conference Report (Optional)

This Form should be completed by the Subrecipient's Designated Labor Standards Officer.

Subrecipient: Contract Number:
 Date: Time:

A **Pre-Construction Conference** was held at the above date, time, and place; a copy of the sign-in sheet for attendees is attached.

The following subjects were discussed:

This project is subject to the Davis-Bacon Act (DBA), Copeland Act, Contract Work Hours Safety Standards Act (CWHSSA), and the Fair Labor Standards Act (FLSA). DBA specifies the minimum wages to be paid the various classes of laborers and mechanics employed on the project. The Copeland Act prohibits kickbacks being paid by the employee to the employer and sets the requirement for submission of payrolls on a weekly basis. CWHSSA sets a uniform standard of a 40-hour work week with time and a half the basic rate of pay for all work in excess of 40 hours. FLSA sets out the requirement for payment of minimum wages, maximum hours, overtime pay, and child-labor standards and prohibits wage discrimination on the basis of sex. The requirements for compliance with these legislative acts include:

<input type="checkbox"/>	The suggested payroll form is the WH-347 . Payrolls must contain either an original handwritten signature or a legally valid electronic signature by the owner, partner, officer or individual authorized in writing by one of the above.
<input type="checkbox"/>	Payrolls must be original and must be submitted weekly within seven days following the end of the work week to the labor standards officer. A pay period is seven consecutive days.
<input type="checkbox"/>	Payrolls should be numbered consecutively, with the first being marked "initial" and the last being marked "final."
<input type="checkbox"/>	All persons working on the job site must be shown on the payroll. The address and identification number (ex. last four of social security number) of the worker must be shown on the first payroll on which that individual appears.
<input type="checkbox"/>	Payment of overtime at 1.5 times the regular rate of pay must be made for all hours in excess of 40 hours in a seven-day work week.
<input type="checkbox"/>	The rate of pay must be at least equal to that in the wage determination that is contained in the contract documents. The decision that is applicable to this project is _____.
<input type="checkbox"/>	Only deductions that are required by law, or voluntarily authorized by the workers in accordance with Copeland Act, may be made from paychecks of the workers. Authorization by the employee for all deductions not required by law must be submitted.
<input type="checkbox"/>	Apprentices may be employed on the project, however, they must be certified by the Bureau of Apprenticeship & Training and the ratio of apprentices to journeymen must not be exceeded. A certificate for each apprentice must be included in the local files.
<input type="checkbox"/>	Employees must be classified in accordance with the applicable wage determination. Unless a "helper" classification is found in the decision, "helpers" may not be used on the project. Employees must be classified and paid based on the work they perform. Generally speaking, only journeymen may use the tools of a trade.
<input type="checkbox"/>	Any classification that does not appear on the wage determination must be requested through the NCORR Labor Standards Specialist and approved by the U.S. Department of Labor prior to the use of that classification on the project.
<input type="checkbox"/>	The wage determination, posters, and any additional classifications provided must be posted in a prominent place on the job site for the duration of the construction project.
<input type="checkbox"/>	Liquidated Damages may be assessed for failure to pay the proper overtime rate. The liquidated damages liability equals \$31 per day per worker per violation. Additionally, wage restitution must be made to any worker who is underpaid.
<input type="checkbox"/>	Failure to comply with the labor standards requirements can result in the withholding of sufficient payments to insure the proper payment of all workers and any liquidated damages.
<input type="checkbox"/>	The general contractor will be required to certify that all laborers and mechanics employed on the project have been paid hourly rates as prescribed by the applicable laws.

<input type="checkbox"/>	If the owner of a company performs work on the project, the owner must list him/herself on the payroll and must show the hours worked each day and total hours for the week.
<input type="checkbox"/>	Any person who is employed on a piece-work basis must be shown on the payroll. The hours worked each day and total hours for the week must be shown. The hourly rate of the piece worker must equal or exceed the prescribed hourly rate for the particular work classification.
<input type="checkbox"/>	Subcontractors must be cleared prior to the execution of the subcontract, and any subcontracts must include the labor standards provisions (HUD 4010) and the applicable wage rate.
<input type="checkbox"/>	For Subrecipients that 1) have a new construction, rehab or demolition of housing, infrastructure or public facilities project; and 2) where the estimated cost of that approved project exceeds \$200,000; and 3) where the Subrecipient has a specific award letter dated on or after November 30, 2020, to the greatest extent feasible and consistent with existing Federal, state and local laws and regulations, the Subrecipient shall ensure that 25% of the total number of hours worked is performed by Section 3 workers and 5% by targeted Section 3 workers (as defined in 24 C.F.R. §75.21).
<input type="checkbox"/>	For Subrecipients that 1) have a new construction, rehab or demolition of housing, infrastructure or public facilities project; and 2) where the executed contract exceeds \$100,000; and 3) where the Subrecipient has a specific award letter dated before November 30, 2020, the Subrecipient shall adhere to the Section 3 goals and reporting requirements found in 24 C.F.R. Part 135 and shall, to the greatest extent feasible and consistent with existing Federal, state and local laws and regulations, ensure that 30% of new employees are Section 3 residents and that 10% of all construction contracts are awarded to Section 3 firms and 3% of non-construction contracts are awarded to Section 3 firms.
<input type="checkbox"/>	For Subrecipients with a project-specific award letter dated before November 30, 2020, all subcontracts that exceed \$100,000 must also report all new employment, contracting, or training opportunities directly related to the NCORR-funded project to the prime contractor to be included in the prime's report to the grantee.
<input type="checkbox"/>	Prime and subcontractors are encouraged to hire Section 3 worker when feasible.

The person who will monitor this project for compliance with the labor requirements is:

Additional items addressed at the Pre-Construction Conference:

Prepared by:

Date:

LSO Name

Signature of Labor Standards Officer

LSO Phone:

LSO Email:

****Submit to NCORR prior to start of construction****

Disclaimer: The North Carolina Office of Recovery and Resiliency has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the North Carolina Office of Recovery and Resiliency assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the North Carolina Office of Recovery and Resiliency's standard review and update schedule.



North Carolina Office of Recovery and Resiliency

Labor Standards Record

Subrecipient: Contract Number:
 Date Submitted:

DRGR Activity Number (provided by NCORR Program Manager)	Project Name	Description

Wage determination Issue Date:

Wage determination Number: NC Additional Wage determination Number: NC

Published Date: Additional Published Date:

Type of Work: Heavy Highway Building Residential
 (more than one may be checked if fully justified in this record, record additional wage determination number and date as indicated above)

Contractor Eligibility Verification - Contractor Clearance (Sam.gov)

Prime Contractor: Date Cleared:

Principal and Title:

List Subcontractors:

Name of Subcontractor	Date Cleared	Name of Subcontractor	Date Cleared

Construction Contract Amount: Bid Opening Date:

Contract Execution Date: Construction Start Date:

Verified by: Date Verified:
 Signature of Labor Standards Officer (LSO)

LSO Email: LSO Phone:

****Attach verification of SAM clearance to this form and submit to NCORR prior to start of construction****

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between the publication of amended and/or revised federal rules and regulations and the North Carolina Office of Recovery and Resiliency's standard review and update schedule.

Record of Employee Interview

(Form HUD-11)

Record of Employee Interview Instructions	U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards	OMB Approval No. 2501-0009 (exp. 12/31/2024)
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InstructionsGeneral:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Standards staff, and local agency labor standards contract monitors.

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

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

Completing the form HUD-11:

Items 1a - 1c: Self-explanatory

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

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

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

Items 8 – 12b: Self-explanatory

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

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

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

Item 18: Please place here any additional information you may want to document or continuing information from other lines that do not fit in their block space.

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

Record of Employee Interview

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

OMB Approval No. 2501-0009
(exp. 12/31/2024)

The public reporting burden estimate for this collection of information is 15 minutes per response on average. This includes reviewing instructions, searching existing data sources, gathering, and maintaining the data, and completing the collection of information. This information may not be collected, nor are you required to provide, the information requested unless it displays a currently valid OMB control number. The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers. The information collected assists HUD in compliance monitoring of Federal labor standards. Any information collected is covered by the Privacy Act of 1974 and by 29 CFR 5.6(a)(5). Individuals and agencies collecting this information must maintain these records in a manner that protects the individuals on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential, but failure to provide the information collected may delay enforcement of any possible Federal labor standards violations if the information would have identified any. Comments concerning this burden statement, or this collection should be sent to: National Director, Office of Davis-Bacon and Labor Standards, 451 7th Street SW, Room 7108, Washington, DC 20410. When providing comments, please refer to OMB Approval 2501- 0009

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of the following concerning the collection of the information on this form.

- A. **AUTHORITY:** Collection of the information solicited on this form is authorized by the Davis-Bacon Act as promulgated through Department of Labor Regulations under 29 CFR Part 5.
- B. **PURPOSE:** The primary purpose for soliciting this information is to determine if the wages paid by an employer on a project covered by the Davis-Bacon Act are in compliance with federal labor standards.
- C. **ROUTINE USES:** The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers on topics related to wages paid on the project. The information is reviewed by HUD authorized personnel to ensure compliance with Federal labor standards under the Davis-Bacon Act on covered projects. If violations are found, the information collected is used to conduct enforcement actions to ensure restitution is paid to workers of covered projects are paid proper wages under the Davis-Bacon Act.
- D. **CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION:** The information collection is voluntary. Refusing to give information will not impact your status with your employer or the government. Failure to provide the information will limit the ability of HUD to determine if you were paid proper wages under the Davis-Bacon Act, and will limit the ability for HUD to seek restitution for you in the event a violation is found.

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes No		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation Yes No Medical Yes No Pension Yes No	Yes No
5. Your job classification(s) (list all) --- continue in block 18 if necessary					
6. Your duties --- continue in block 18 if necessary					
7. Tools or equipment used --- continue in block 18 if necessary					
8. Are you an apprentice or trainee? Yes No		10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week? Yes No			
9. Are you paid for all hours worked? Yes No		11. Have you ever been threatened or coerced into giving up any part of your pay? Yes No			
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks --- continue in block 18 if necessary					
15a. Interviewer Name (Please Print)		15b. Signature of Interviewer			15c. Date of Interview
Payroll Examination					
16. Remarks --- continue in block 18 if necessary					
17a. Signature of Payroll Examiner				17b. Date	

**Record of Employee
Interview**

**U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards**

OMB Approval No. 2501-0009
(exp. 12/31/2024)

18. Additional Remarks



U.S. Department of Labor
Wage and Hour Division

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

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 07/31/2024

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS

PAYROLL NO. PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS	
			OT	OR	ST												

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally-financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally-financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine if employees have received legally required wages and fringe benefits.

DRGR Activity Number (provided by NCORR Program Manager)	Project Name	Activity Description

Certified by:

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Engineer's Signature

Contractor's Signature

Subrecipient's Signature

--	--	--

Engineer's Name and Title (Printed)

Contractor's Name and Title (Printed)

Subrecipient Name and Title (Printed)

--	--	--

Firm

Firm

Subrecipient

****Submit to NCORR upon construction completion****

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Final Wage Compliance Report

SUBMIT ONE FOR EACH CONSTRUCTION CONTRACT OVER \$2,000

Subrecipient: [] Contract Number: []
Construction [] Contract Amount: []
Prime Contractor: []
Sub-Contractor(s): []

PART I - Wage Restitution

Were any workers paid less than the Davis-Bacon rates that applied to this project? Yes No
Were any workers paid less than the correct overtime payments? Yes No

If YES, liquidated damages at the rate of \$31 for each calendar day for each worker must be calculated and the contractor notified of his liability. Provide information concerning the nature of the overtime violations. This should include:

Table with 6 columns: Company Name, Names of Affected Employees, Amount of Davis-Bacon Restitution Paid, Amount of CWHSSA (overtime) Restitution Paid, Davis-Bacon Wage Violation? (Yes or No), CWHSSA (overtime) Violation? (Yes or No)

PART II - Liquidated Damages

Attach copies of all correspondence relative to any Liquidated Damages (i.e. letter from subrecipient to company assessing liquidated damages, copies of payrolls showing discrepancies, copies of evidence of back wages paid like canceled checks or other acceptable evidence, and copy of waiver request letter).

Did the Contractor seek a reduction or waiver of the liquidated damages? Yes No
If YES, was the request approved? Yes, reduction Yes, Waiver
Total amount of Liquidated Damages paid:
Number of workers owed restitution but unfound:
Total restitution owed to unfound workers:

Submitted by:
Labor Standards Officer Printed Name: []
Labor Standards Officer Signature: []
Date: []

Submit to NCORR upon construction completion

Disclaimer: The North Carolina Office of Recovery and Resiliency has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the North Carolina Office of Recovery and Resiliency assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the North Carolina Office of Recovery and Resiliency's standard review and update schedule.

Semi-Annual Labor Standards Enforcement Report

(Forms HUD-4710 and HUD-4710i)

Semi-Annual Labor Standards Enforcement Report - Local Contracting Agencies (HUD Programs)	U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards	HUD FORM 4710 <small>OMB Approval Number 2501-0019 (Exp. 09/30/2024)</small>
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Agency Name:	Agency Type: <small>(e.g., CDBG, PHA, TDHE/IHA)</small>	State:	LR2000 Agency ID #: <small>(HUD Use Only)</small>
Period Covered: Check One and Enter Year(s)			
<input type="checkbox"/> Period 1: October 1, ____ to March 31, ____		<input type="checkbox"/> Period 2: April 1, ____ to September 30, ____	
Agency Contact Person:		Agency Contact Phone/E-mail:	

PART I – NEW CONTRACTING ACTIVITY*
Pertains ONLY to contracts awarded during the reporting period.

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

2. Total dollar amount of prime contracts reported in item 1 above \$

3. List for each contract awarded this period:

Contract Name/Number	Contract Amount	Wage Decision Number	Wage Decision Lock-In Date
<small>EXAMPLE:</small> "Boy's Club Renovation # CD54005-85"	"\$0,000,000.00"	"FL040001/Mod 3, 6/25/04, Building"	"07/02/04 bid open date" ◀ Lock

*Use additional pages if necessary



WHAT IS THE LOCK-IN DATE? For contracts entered into pursuant to competitive bidding procedures, the bid opening date "locks-in" 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 award date "locks-in" the wage decision. For contracts, purchase orders or other agreements for which there is no bid opening or award date, use the construction start date as the lock-in date. However, for contracts receiving assistance under Section 8 of the U.S. Housing Act of 1937 or contracts involving a contract wage determination, the lock-in rules may vary from above. See Department of Labor Regulations, 29 CFR, Part 1, Section 1.6 and/or HUD Handbook 1344.1, or consult the HUD Davis-Bacon and Labor Standards (DBLS) staff.

WHAT IT ISN'T: Do not 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 DBLS staff in your state or region.

PART II - ENFORCEMENT ACTIVITY*

Identify all enforcement activity that occurred within this reporting period. Enforcement activity applies to newly awarded contracts listed in Part I and any existing contracts subject to DBRA and/or CWHSSA not previously reported.

1. Number of employers against whom complaints were received (list employers and contracts involved below):

Employer	Contract(s)
----------	-------------

2. (a) Number of cases (employers) referred to HUD DBLS staff for investigation or §5.11 hearing (list referrals below):

- (b) Number of cases (employers) referred to the Department of Labor (DOL) for investigation or §5.11 hearing (list referrals below):

Employer	Contract	HUD or DOL	Invest. Or Hearing
----------	----------	------------	--------------------

3. (a) **Number of workers for whom wage restitution was collected/disbursed:**
Report only once; if you previously reported workers for whom restitution was collected, do not report the same workers when funds are disbursed. Include workers to whom restitution was paid directly by the employer.

- (b) **Total amount of straight time wage restitution collected/disbursed during this period:**
Report only once; if you report funds collected, do not report the disbursement. Include restitution amounts paid directly by the employer as reported on correction certified payrolls.

- (c) **Total amount of CWHSSA overtime wage restitution collected/disbursed during this period:**
Report only once; if you report funds collected, do not report the disbursement. Include restitution amounts paid directly by the employer as reported on correction certified payrolls.

- (d) **Total amount of liquidated damages collected:**

* Use additional pages if necessary

Item 3. List each contract name/number, brief descriptive information, number or unique identifier, dollar amount, the wage decision and modification number in the contract, bid opening date, contract award date, and construction start date. Identify which milestone date triggered the wage decision "lock-in" (bid opening date, contract award date or start of construction date, as appropriate). If the contract was not subject to sealed bids, indicate "NA" for bid opening date and proceed to identify the other dates.

Part II - Enforcement Activity - Identify all enforcement activity that occurred within this reporting period subject to DBRA and/or CWHSSA.

Item 1. Enter the number of **employers** (contractors, subcontractors, lower-tier subcontractors) against whom complaints were received during the report period. List the names of the employers against whom complaints were received and the contracts involved using the contract name or number.

Item 2. Enter the number of employers that were referred to HUD DBLS or DOL staff for investigations, for hearings on appeal and/or debarment hearings. List the employer, contract, and agency (HUD or DOL) to which the case was referred, and the reason for referral - investigation, appeal hearing (DOL Regulations 29 CFR Part 5, Section §5.11) and/or debarment (DOL Regulations 29 CFR Part 5, Section §5.12) hearing.

Item 3. Enter information relative to wage restitution that was **collected and/or disbursed** during the report period. This includes restitution disbursed by the agency; restitution reported on certified payroll correction reports, amounts collected but not disbursed because workers could not be found. Report straight time wage restitution separate from Contract Work Hours and Safety Standards Act (CWHSSA) overtime wage restitution. Also list liquidated damages collected for CWHSSA overtime violations.

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining data needed, and completing and reviewing the collection of information. The information is considered non-sensitive and does not require special protection. This information is required to obtain benefits. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

All Federal agencies administering programs subject to Davis-Bacon wage provisions are required by Department of Labor (DOL) regulations (29 CFR 5.7(b)) to submit a report of all new covered contracts and all enforcement activities each six months. In order for HUD to comply with this requirement, it must collect contract and enforcement information from local agencies that administer HUD-assisted programs subject to Davis-Bacon requirements. HUD requests that local agencies complete and submit a Semi-annual Enforcement Report each six months.

Local agencies and HUD must retain a copy of the Semi-Annual Enforcement Report in its files.

*Please follow these instructions while compiling the **Semi-Annual Labor Standards Enforcement Report for Local Contracting Agencies (HUD Programs) (form HUD-4710).***

Introduction

Department of Labor (DOL) Regulations 29 CFR §5.7(b) require Federal agencies administering programs subject to Davis-Bacon and Related Act (DBRA) and Contract Work Hours and Safety Standards Act (CWHSSA) labor standards to furnish a Semi-Annual Labor Standards Enforcement Report to the Administrator of the Wage and Hour Division. Some HUD programs are administered by state and local agencies for labor standards compliance. HUD must collect information from such agencies in order to capture enforcement activities for all HUD programs in its reports to DOL.

Reporting Periods: Period 1 October 1 through March 31
 Period 2 April 1 through September 30

Report Format: Each agency report consists of two parts:

- Part I** concerns contracting activity for work awarded during the reporting period;
- Part II** concerns enforcement activity for all contracts, regardless of the award date.

The HUD Davis-Bacon and Labor Standards (DBLS) staff for your area will send a courtesy reminder shortly before the due date about preparing the report and will remind you of the date your report is due. However, you should maintain accurate records throughout the year of relevant contract information so that you can submit the report timely.

Definitions and Guidance

Part I - Contracting Activity - This part concerns only contracts that were *awarded* during this period. *Do not* include contracts that were awarded prior to this period even though the contracts may still be underway. *Do* include work subject to purchase order or other form of agreement, even if there is no formal contract award.

Item 1. Enter the total number of prime contracts subject to DBRA/CWHSSA awarded during this period. Track contracts by award or start of construction - **do not** track by bid opening date. Public Housing Authorities (PHAs), Tribally-designated Housing Entities (TDHEs)/Indian Housing Authorities (IHAs): Include force account work that is subject to DBRA/CWHSSA.

Item 2. Enter the total dollar amount of the contracts and/or PHA/TDHE/IHA force account work reported in Item 1.