

INVITATION FOR BID

REPLACEMENT OF HVAC AIR HANDLER, CONTROLLER MODULE, AND BOILER TO IMPROVE INDOOR AIR QUALITY AND PREVENT SPREAD OF INFECTIOUS AEROSOLS

City of North Little Rock, AR

BID NO. 26-3933



City of North Little Rock, Arkansas

REPLACEMENT OF HVAC AIR HANDLER, CONTROLLER MODULE, AND BOILER TO IMPROVE INDOOR AIR QUALITY AND PREVENT SPREAD OF INFECTIOUS AEROSOLS

Bid #26-3933

**North Little Rock Community Center
2700 Willow Street
North Little Rock, Arkansas 72114**

August 9, 2026

SECTION 1 – PURPOSE, GOALS & OBJECTIVES, AND GENERAL REQUIREMENTS

1.0 Purpose

The Department of Housing and Urban Development (“HUD”) is permitting the use of Community Development Block Grant (“CDBG”) funds for a range of eligible activities that prevent and respond to the spread of infectious diseases such as the Coronavirus Disease 2019 (COVID-19).

According to the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE): “Transmission of SARS-CoV-2 through the air is sufficiently likely that airborne exposure to the virus should be controlled. Changes to building operations, including the operation of heating, ventilating, and air-conditioning systems, can reduce airborne exposures.” Further, ASHRAE stated: “Ventilation and filtration provided by heating, ventilating, and air-conditioning systems can reduce the airborne concentration of SARS-CoV-2 and thus the risk of transmission through the air.” Some diseases are known to spread by infectious aerosols.” With the funding available from CDBG funds to prevent the spread of infectious diseases such as COVID-19, the City of North Little Rock wants to replace certain HVAC components at the North Little Rock Community Center, to provide more efficient air handling and thereby reduce the risks of infectious aerosol dissemination.

This Invitation for Bid (“BID”) is for the replacement of one air handling unit, HVAC controller module, and boiler in one (1) public building issued by the City of North Little Rock, Arkansas Community Development Agency (City). The purpose and intent of this BID is to secure, on a competitive basis, a contract with a qualified company or individual to replace HVAC equipment and controls, to improve the air quality and to prevent and respond to the spread of infectious diseases such as the COVID-19.

Copies of the BID and all other solicitation-related documents will be made available on the City’s website. Copies of the BID, including all related documents, can be obtained by visiting the City’s

website at <http://www.nlr.ar.gov>. Go to the tab “Business,” click on “Bids and Vendors” and then click on “Open Bid Opportunities.”

Contractors, Vendors, Offerors submitting a response to this BID certify that they meet all of the requirements to perform the services required by this BID and will enter into a contract with the City.

1.1 The City will prioritize the scope of the project depending on the bids and the amount of funds available.

Because this project is being funded by federal funds, the Contractor must meet all the CDBG conditions for professional services outlined SECTION 3 of this BID.

Goals and Objectives

- The purpose and intent of this BID is to secure, on a competitive basis, sealed bids to establish a contract with a qualified firm, contractor or individual to replace HVAC equipment and controls, to improve the air quality and to prevent and respond to the spread of infectious diseases such as COVID-19.
- To allow all qualified firms, companies, and individuals interested in providing the stated services an equal opportunity to bid on this project.

1.2 General Information/Requirements

The City has selected one (1) public building that meets the criteria prescribed by HUD:

North Little Rock Community Center, located at 2700 Willow Street, North Little Rock, Arkansas 72114

Copies of the BID and all other solicitation-related documents will be made available on the City’s website and can be obtained by visiting the City’s website at <http://www.nlr.ar.gov>

The Contractor will be licensed and certified HVAC professional, with at least five (5) years’ experience, and knowledge and training in mitigation of airborne transmission of infectious disease.

1.3 Mandatory Site Visit

A mandatory site visit to the North Little Rock Community Center is scheduled for Thursday, August 13, 2026, at 11:00 a.m., at the Community Center entrance at 2700 Willow Street, North Little Rock, AR. Attachment “B” will be signed and given to each bidder at the completion of the site visit at the North Little Rock Community Center. Potential bidders **must** attend the mandatory visit in order to bid on this project.

Before submitting a bid, the bidder shall examine the site of the work and ascertain for him/herself all of the physical conditions in relation thereto. Failure to take this precaution will not release the successful bidder from entering into a contract nor excuse him/her from performing the work in strict accordance with the terms of the contract.

If more time is needed for inspecting the HVAC system, contact Bailey Noland at 501-340-5342 to schedule another visit.

1.4 No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the BID is prohibited. Such unauthorized contact may disqualify the Contractor from this procurement.

1.5 Conflict of Interest

Respondent, by responding to this BID, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the services specified in this BID.

The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the respondent's proposal. The City's determination regarding any questions of conflict of interest is final.

1.6 Firm Pricing for City Acceptance

Bid Price must be firm for the City's acceptance for a minimum of sixty (60) days from bid opening date. See Pricing Sheet Attachment "A".

1.7 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND THE FIRM IN AN AGREEMENT. Firm name and authorized signature must appear on cover page of bid.

1.8 Late Bids

LATE bids will not be OPENED.

1.9 Basis for Award

The award(s) will be made to the lowest responsive, qualified and responsible bidder(s) based upon the prices and meeting the specifications in each Category.

- a) The City reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the City. Notice of cancellation shall be addressed on the City's website under current Bids.
- b) The City reserves the right to reject any and all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to award the bid to bidder deemed to be the most advantageous to the City. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color, handicap, sex, national origin or religious creed.
- c) Any bid not conforming to the specifications or requirements set forth in the bid request may be rejected.
- d) Bids may also be rejected if they are made by a bidder that is deemed unresponsive due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

1.10 Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the City, or in a procurement involving federal funds, by the Federal Government.

1.11 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid.

1.12 City Business/Privilege License

Contractor must hold a current Business/Privilege License with the City of North Little Rock or with any City within the State of Arkansas and a copy of the business/privilege license must be provided with the bid.

1.13 State License

Bidder must have a state license certifying they are licensed to work on HVAC units.

1.14 Acknowledgement of Contract

Respondents acknowledge and understand that upon award of the winning bid, the selected bidder will be required to review and sign a contract with the City of North Little Rock prior to providing any services to the City.

1.15 Subcontracts

The Contractor is fully responsible for all work performed under this Contract even if some of the work is performed by subcontractors.

No subcontract, which the Contractor entered into with respect to performance under this

Contract, shall in any way relieve the Contractor of any responsibility for performance of its duties. Contractor must notify the City if he/she intends to use a subcontractor and get City's approval of the subcontractor.

SECTION 2 – SCOPE OF WORK

The scope of work shall include all shipping, unloading, materials, equipment, labor costs, removal of all materials from site, and taxes, to provide a complete, professional, and turn-key equipment replacement service from demolition through equipment factory start-up.

1. Controls Upgrade: Replace pneumatic controls with direct digital control system (DDC); integrate existing equipment controlled via DDC into a universal control system that allows equipment operation to be monitored and controlled from a central control system.
2. Air Handling Unit Upgrade: To be controlled by new DDC
3. Boiler Replacement: Remove existing boiler and replace with a new boiler to improve air quality, system efficiency, and energy savings

SECTION 3 – BID PREPARATION AND SUBMISSION INSTRUCTIONS

A. General Instructions

1. Submission of Bids: Before submitting a bid, read the ENTIRE solicitation. Failure to read any part of this solicitation will not relieve a bidder of the obligations. The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and bid. Failure to make such investigation and preparations shall not excuse the Bidder from performance of the duties and obligations imposed under the terms of this bid. On the front of the envelope when submitting a bid, include Bid number and project title: **Replacement of HVAC Equipment – Bid Number 26-3933**. Bidding documents must be submitted on or before the bid's opening date and time. Bids must be sealed and mailed or delivered to:

*Amy Smith, Purchasing Manager
Commerce Department
700 W. 29th Street, 3rd Floor
North Little Rock, AR 72114*

Submit one (1) original paper copy of bid and any additional information required.

Hours of operation 8:00 AM to 4:30 PM Monday – Friday.

No other distribution of the proposals shall be made by the Vendor.

Questions related to the Replacement of HVAC Units To Prevent Spread of Infectious Aerosols should be directed to:

Bailey Noland
Community Development Director
Telephone: (501) 340-5342
Email: bnoland@nlr.ar.gov

Questions related to this BID and the Contractor selection process should be directed to:

Amy Smith, Purchasing Manager
Commerce Department
Telephone: (501) 975-8881
Email: asmith@nlr.ar.gov

All questions must be submitted in writing via email. Responses to relevant questions will be posted on the City's website at <http://www.nlr.ar.gov>. Go to the tab "Business," click on "Bids and Vendors" and then click on "Open Bid Opportunities."

2. Bid Preparation

- a. Bids shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the City requiring prompt submission of missing information. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. All Bids must be in a sealed envelope or box and clearly marked on the outside: "**Sealed BID 26-3933 HVAC EQUIPMENT BID**". Bids shall clearly indicate the name and address of the offeror (company, firm, partnership, individual). All expenses for preparing bids to the City shall be borne by the offeror. **All Bids shall be received by August 20, 2026, 10:00 A.M.** Bids may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means. Bidders assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. Any Bidder's failure to submit its bid prior to the deadline will cause the bid to be rejected. Late bids or amendments will not be opened.

c. Definitions

Bidder, Vendor or Contractor – Means the same as Offeror.

City – Wherever the word “City” appears, it shall be understood to mean the City of North Little Rock, Arkansas.

Offeror – Wherever the word “offeror” appears, it shall be understood to mean the firm or individual submitting the bid in regards to the BID.

Owner – Whenever the word “owner” appears, it shall be understood to mean the City of North Little Rock.

- d. Offerors are responsible for familiarizing themselves with the requirements for this BID, and terms and conditions of this procurement.
- e. Ownership of all data, materials, and documentation originated and prepared for the City of North Little Rock pursuant to the BID shall belong exclusively to the City and be subject to public inspection in accordance with Arkansas’s Freedom of Information Act.

B. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so that the City of North Little Rock may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Sign the BID Certification of Authorized Representative sheet in BID document and all addenda acknowledgements, if any, signed and filled out as required.
2. Bidders must have attended the mandatory visit to the project site identified in this BID.
3. See Attachment “A” for Pricing Sheet. Only insert a price after you have attended the mandatory site visit, inspected the site/equipment, and are bidding on it.
4. The Scope of Work and all the Requirements listed in the BID are required to be met.
5. See Attachment “C” for CDBG Conditions—CDBG Certifications and Attachments.

C. General Terms and Conditions for the City of North Little Rock, AR

GENERAL TERMS AND CONDITIONS FOR THE CITY OF NORTH LITTLE ROCK, AR

1. When submitting an "Invitation to Bid," the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid."
2. Prices quoted are to be net process, and when an error is made in extending total prices, the City may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.
3. Discounts offered will be taken when the City qualifies for such. The beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.
4. When bidding other than the brand and/or model specified in the "Invitation to Bid," the brand and/or model number must be stated by that item in the "Invitation to Bid," and descriptive literature be submitted with the bid.
5. REJECTION
 - A. The City reserves the right to reject any or all Bids, to waive any minor informality or irregularity in any Bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the City. Bidders shall be required to comply with all applicable federal, state and local laws.
 - B. The City reserves the right to cancel request for bids without penalty with it is in the best interest of the City. Notice of Cancellation shall be inserted on the City's website (www.nlr.ar.gov).
 - C. Any Bid not conforming to the specifications or requirements set forth by the City in this Bid Request may be rejected.
 - D. Bids may be also rejected if they are made by a Bidder that is deemed un-responsible due to lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

- E. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities
in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency
of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices
and extensions thereof do not coincide, the City of North Little Rock may accept the bid for the lesser amount whether
reflected by the extension or by the correct multiple of the unit price
6. The Purchasing office reserves the right to award items, all or none, or by line item(s).
7. Quality, time and probability of performance may be factors in making an award.
8. Bid quotes submitted will remain firm for 30 calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Purchasing Office.
9. Bidder must submit a completed signed copy of the front page of the "Invitation to Bid" and must submit any other information required in the "Invitation to Bid."
10. In the event a contract is entered into pursuant to the "Invitation to Bid," the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.
11. Sales or use tax is not to be included in the bid price, but is to be added by the vendor to the invoice billing to the City. Although use tax is not to be included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
12. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility in North Little Rock. Charges may not be added after the bid is opened.
13. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between them at the discretion of the Purchasing Office.
14. Specifications furnished with this Invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best

product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive an equal consideration.

15. Samples of items when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.

16. Bids will not be considered if they are:

1. Submitted after the bid's opening time.
2. Submitted electronically or faxed (unless authorized by Purchasing Manager).

17. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.

18. CONSTRUCTION

A. Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.

B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.

C. A Performance Bond equaling the total amount of any bid exceeding \$50,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Arkansas Code Annotated Section 22-9-203).

19. LIQUIDATED DAMAGES – Liquidated damages shall be determined at the time of contract negotiations, based upon the construction contract price and stated time period set for completion of the project. Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.

20. AMBIGUITY IN BID - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.

21. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.

22. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders information ONLY and will be used for tabulation and presentation of bid and the participant reserves the right to increase or decrease quantities as required.

23. The City of North Little Rock will follow procedures to check bidder eligibility through the federal System for Award Management (S.A.M.) as outlined in 2 C.F.R. § 200. This will be completed prior to the award of any contract in which federal grant funds will be expended.

24. Respondents acknowledge and understand that upon award of the winning Bid, the Respondent will be required to review and sign a contract with the City of North Little Rock, which will contain additional terms and conditions, prior to providing any services to the City. In the event of any discrepancy or contradiction between the bid documents, Terms and Conditions or other such documents, the provisions in the contract shall take precedence.

25. Additional information or bid forms may be obtained from:

COMMERCE DEPARTMENT, 700 West 29th Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501)975-8881 www.nlr.ar.gov

Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, bids must be sealed and mailed or delivered to:

Amy Smith, Purchasing Manager
Commerce Department
700 W. 29th Street, 3rd Floor
North Little Rock, AR 72114

The City of North Little Rock is committed to fair and equal opportunity in employment and service delivery regardless of race, color religion, gender, age, disability, sexual orientation, gender identity or expression, genetic information, marital status, national origin, or veteran status. This policy statement reinforces and communicates that commitment to employees.

Certification of Authorized Representative

I certify that I have reviewed the BID and have a complete understanding of the specifications. I am authorized as a responsible representative to sign for the Proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Business Name: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Email Address of Contact: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

PRICING SHEET**HVAC Replacement Pricing List:**

The scope of work associated with each line item is described in the "Scope of Work" section. Prices below include equipment and labor plus all other costs associated with the bid.

Item Number	Item Description	Item Cost	Estimated Date for Completion (day/month/year)
1	Direct Digital Control System		
2	Air Handling Unit Upgrade		
3	Boiler Replacement		
TOTAL BID AMOUNT			

Site Visit Report
North Little Rock Community Center

(Must be signed by Bailey Noland or a City Employee at the site, at the time of the visit, and returned with proposal)

Person making the Site Visit for the Contractor: _____

Email Address: _____

Company Name: _____

Address of Company: _____

Approval of Attending Mandatory Site Visit

Signature of City Employee

Date

**CDBG Conditions
CDBG Certifications and Attachments**

The following language must be included in all contracts and subcontracts:

Community Development Block Grant (CDBG) Project Requirements

Project is funded in part or in whole by federal Community Development Block Grant - Coronavirus (CDBG-CV) funds. Bidder is specifically advised to review CDBG Conditions section of Bid Documents, which is made a part of Contract.

Federal Labor Standards Provisions

Project is subject to Federal Labor Standards Provisions as published by the U.S. Department of Housing and Urban Development as Office of Labor Relations Form HUD-4010 (10/2023), ref. Handbook 1344.1. Copies of referenced document and of the applicable prevailing wage determination are attached and made part of Bid Documents and Contract.

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 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.

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 journeymen 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 journeymen 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.

"General Decision Number: AR20260032 05/18/2026

State: Arkansas

Construction Types: Building

Counties: Arkansas Counties of
Pulaski

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

BOIL0069-002 01/01/2025		
	Rates	Fringes
BOILERMAKER.....	\$ 34.21	23.92

CARP0216-003 07/01/2024		
	Rates	Fringes
MILLWRIGHT.....	\$ 34.02	11.88

ELEC0295-010 01/01/2024		
	Rates	Fringes
ELECTRICIAN (INCLUDES LOW VOLTAGE WIRING).....	\$ 28.94	14.95

PAIN0424-010 07/01/2021		
	Rates	Fringes
PAINTER (BRUSH, ROLLER, AND SPRAY, EXCLUDES DRYWALL FINISHING/TAPING).....	\$ 16.25	10.42

PLUM0155-014 08/01/2025		
	Rates	Fringes
PLUMBER (INCLUDES HVAC PIPE INSTALLATION).....	\$ 34.41	15.70

PLUM0155-016 08/01/2025		
	Rates	Fringes
PIPEFITTER (EXCLUDES HVAC PIPE INSTALLATION).....	\$ 34.41	15.70

SHEE0036-034 06/01/2024		
	Rates	Fringes
SHEET METAL WORKER (INCLUDES HVAC DUCT INSTALLATION).....	\$ 26.99	15.67

SUAR2015-029 01/09/2017		
	Rates	Fringes
TRUCK DRIVER: DUMP TRUCK.....	\$ 13.80	0.71
SPRINKLER FITTER (FIRE SPRINKLERS).....	\$ 23.56	2.77
ROOFER.....	\$ 15.39	0.00
OPERATOR: ROLLER.....	\$ 14.78	0.00
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE).....	\$ 23.75	0.00
OPERATOR: GRADER/BLADE.....	\$ 14.66	0.00
OPERATOR: CRANE.....	\$ 17.52	0.00
OPERATOR: BULLDOZER.....	\$ 16.74	0.00
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	\$ 28.21	0.00
LABORER: PIPELAYER.....	\$ 14.00	0.00
LABORER: MASON TENDER - BRICK.....	\$ 12.37	0.00
LABORER: COMMON OR GENERAL.....	\$ 12.85	0.00
IRONWORKER, STRUCTURAL.....	\$ 19.84	0.00
IRONWORKER, REINFORCING.....	\$ 14.00	0.00

INSULATOR - MECHANICAL (DUCT, PIPE & MECHANICAL SYSTEM INSULATION).....	\$ 17.16	4.76
DRYWALL FINISHER/TAPER.....	\$ 15.38	0.00
CEMENT MASON/CONCRETE FINISHER.....	\$ 19.91	3.30
CARPENTER, INCLUDES ACOUSTICAL CEILING INSTALLATION, AND DRYWALL HANGING.....	\$ 17.51	2.26
BRICKLAYER.....	\$ 20.37	3.77

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than **USU**, **UAVG**, **SA**, or **SC** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates

in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations.

Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

=====
END OF GENERAL DECISION

..

CDBG CERTIFICATIONS AND ATTACHMENTS

The following certifications, including those required to be submitted by Bidder and Proposed Subcontractors with Bid Proposal, and those required to be submitted by Proposed Subcontractors prior to Contract award, become part of the Bid and Contract documents.

- ☐ **Certification of Bidder or Proposed Subcontractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts**
 - *submit with bid from bidder
 - *will be required prior to contract award from every proposed subcontractor

- ☐ **Contractor Section 3, Minority-Owned, Woman-Owned Certification Form**
 - * submit with bid from bidder
 - *will be required prior to contract award from every proposed subcontractor

- ☐ **Certification of Bidder or Proposed Subcontractor for Federal Labor Standards Provisions – Davis-Bacon Act and “Related Acts”**
 - * submit with bid from bidder
 - *will be required prior to contract award from each proposed subcontractor/subcontract exceeding \$2,000

- ☐ **Certification of Bidder or Proposed Subcontractor Regarding Segregated Facilities**
 - *submit with bid from bidder
 - *will be required prior to contract award from each proposed subcontractor/subcontract exceeding \$10,000

- ☐ **Certification of Preference for Section 3 Residents & Business Concerns/Section 3 Plan and Compliance Statement**
 - *submit with bid from bidder and each proposed subcontractor with subcontract exceeding \$100,000
- ☐ **Attachment #1 - Contracting Goals – Proposed Subcontracts Award Summary**
 - *submit with bid from bidder and each proposed subcontractor with subcontract exceeding \$100,000
- ☐ **Attachment #2 - Current Employment**
 - *submit with bid from bidder and each proposed subcontractor with subcontract exceeding \$100,000
- ☐ **Attachment #3 - Contractor Estimated Workforce Breakdown**
 - *submit with bid from bidder and each proposed subcontractor with subcontract exceeding \$100,000
- ☐ **Attachment #3A - Sample Letter to Recruitment Sources**
 - *submit with bid from bidder and each proposed subcontractor with subcontract exceeding \$100,000
- ☐ **Attachment #4 - Section 3 Clause**
 - *submit with bid from bidder and each proposed subcontractor with subcontract exceeding \$100,000

- ☐ **Certification Regarding Government-Wide Restriction on Lobbying**
 - *submit with bid from bidder and each proposed subcontractor with subcontract exceeding \$100,000

***SUBMIT WITH BID FROM BIDDER
AND WILL ALSO BE REQUIRED PRIOR TO CONTRACT AWARD FROM EVERY PROPOSED
SUBCONTRACTOR***

CERTIFICATION OF BIDDER OR PROPOSED SUBCONTRACTOR

REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require that covered potential contractors be screened to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors. In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, available remedies may be pursued, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered contract.
5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. If a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, available remedies may be pursued, including suspension and/or debarment.

Indicate in the appropriate box which statement applies to the covered potential contractor:

☐ *The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Arkansas.*

☐ *The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.*

Contractor (Bidder) or Proposed Subcontractor Company		Tax ID No. or Social Security No.
Signature of Authorized Representative	Date	Printed Name

**SUBMIT WITH BID FROM BIDDER
AND WILL ALSO BE REQUIRED PRIOR TO CONTRACT AWARD FROM EVERY PROPOSED
SUBCONTRACTOR**

Contractor Section 3, Minority-Owned, Woman-Owned Certification Form	
Contractor Company Name:	
Authorized Representative:	Title:
Address:	City, State, Zip:
Phone Number:	Email Address:
DUNS Number:	Tax ID Number:
CAGE Code (sam.gov):	Contractor AR License Number (attach copy):
Project Name or Address:	Business License Number (attach copy):

- Is your business a Minority-Owned business concern? ☐ Yes ☐ No
 If yes, check one: ☐ Black ☐ Native American ☐ Hispanic ☐ Asian/Pacific ☐ Hasidic Jew
 ► Is your business a Woman-Owned business concern? ☐ Yes ☐ No
 ► Is your business a Section 3 business concern? ☐ Yes ☐ No

Minority-Owned Business Concern: Business is at least 51% owned by minority group individuals or, in the case of a publicly-owned business, at least 51% of the stock is owned by one or more such individuals, and management and daily operations are controlled by those members. "Minority group members" most often identified are US citizens who are African-American, Asian, Hispanic, or Native American.

Woman-Owned Business Concern: Defined as at least 51 percent owned by one or more women, or in the case of publicly owned businesses, at least 51 percent of the stock is owned by one or more women, and the management and daily operations of which are controlled by one or more women.

Section 3 Business Concern (must check at least one that applies to your business):

- ☐ Business is owned (51% or more) by Section 3 residents; OR
☐ 30% (or more) of your full time, permanent employees are currently Section 3 residents, or within three years of the date of first employment with your company were Section 3 residents; OR
☐ You will subcontract more than 25% of this contract with a qualified business that is either 51% owned by Section 3 residents or has 30% or more employees who are Section 3 residents

A Section 3 Resident is:

- a North Little Rock Public Housing Development Resident *OR*
- a Project Area/North Little Rock Resident & Low Income Person per Chart below (*FY2026 HUD income limits)

Total Number of People in Household:	Gross Annual Household Income must be BELOW*:
1	\$52,500
2	\$60,000
3	\$67,500
4	\$74,950
5	\$80,950
6	\$86,950
7	\$92,950
8	\$98,980

I certify that the above information is true, complete, and correct to the best of my knowledge and belief.

Authorized Representative Signature: _____ Date: _____

This certification does not guarantee a contract but provides your business information for Community Development Block Grant (CDBG) and HOME Investment Partnerships funded projects. Evidence of business ownership, employment or subcontracting records, public housing residency and/or income records may be requested.

***SUBMIT WITH BID FROM BIDDER
AND WILL ALSO BE REQUIRED PRIOR TO CONTRACT AWARD FROM EVERY PROPOSED
SUBCONTRACTOR WITH CONTRACT EXCEEDING \$2,000***

**CERTIFICATION OF BIDDER OR PROPOSED SUBCONTRACTOR FOR FEDERAL LABOR
STANDARDS PROVISIONS - DAVIS-BACON ACT and "RELATED ACTS"
INSTRUCTIONS**

Bidder or Proposed Subcontractor

This certification is required to ensure that the Bidder or Proposed Subcontractor understands that the Project to which the construction work covered by any construction greater than \$2,000, is being assigned by the United States of America and that the various Federal Labor Standards Provisions, summarized in the form HUD-4010, "Federal Labor Standards Provisions" are included in this Contract, pursuant to the provisions applicable to such Federal assistance. Federal prevailing wage rates apply to this Contract. Nothing, however, shall prohibit the payment of more than the prevailing wage rate to any construction worker employed on the construction project.

Furthermore, the Bidder or Proposed Subcontractor understands and agrees that form HUD-4010, "Federal Labor Standards Provisions", must be included and attached to each and every construction bid document and/or construction contract greater than \$2,000, that is subject to the Davis-Bacon Act and "Related Acts".

Wage Determinations - Bidder or Proposed Subcontractor agrees that the applicable wage rate determination is provided with these Bid Documents and is made part of the Contract.

Wage Determination Posting - Contractors and sub-contractors shall post the prevailing wage rates for each craft and classification in a prominent and easily accessible place at the site of the work, or at such places as are used by them to pay workers.

The undersigned is required to ensure that all specifications and/or contracts include all applicable Federal wage rate determinations and the required labor standards provisions summarized by **form HUD-4010, "Federal Labor Standards Provisions."**

Weekly Certified Payrolls - It is the responsibility of each contractor and sub-contractor to submit weekly certified payrolls for project work (<http://www.dol.gov/whd/forms/wh347.pdf>)

CERTIFICATION BY BIDDER OR PROPOSED SUBCONTRACTOR

Bidder or Proposed Subcontractor (Company):

Print Name and Title of Signer:

SIGNATURE _____

DATE _____

***SUBMIT WITH BID FROM BIDDER
AND WILL ALSO BE REQUIRED PRIOR TO CONTRACT AWARD FROM EVERY PROPOSED
SUBCONTRACTOR WITH CONTRACT EXCEEDING \$10,000***

**CERTIFICATION OF BIDDER OR PROPOSED SUBCONTRACTOR REGARDING
SEGREGATED FACILITIES**

The undersigned hereby certifies that no segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964. Undersigned acknowledges that a breach of this certification is a violation of the Equal Opportunity clause required by Executive Order 11246, as amended.

Note: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 USC 1001.

Bidder OR Subcontractor Company	Date
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Authorized Representative Signature	Printed Name	Title
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SUBMIT WITH BID FROM BIDDER

AND EACH PROPOSED SUBCONTRACTOR WITH SUBCONTRACT EXCEEDING \$100,000

**CERTIFICATION OF PREFERENCE FOR SECTION 3 RESIDENTS & BUSINESS CONCERNS SECTION 3
PLAN AND COMPLIANCE STATEMENT**

_____, in compliance with Section 3 of the Housing and Urban Development Act of 1968, hereby gives notice that no person in the United States shall on the ground of race, color, religion, sex, or national origin be discriminated against in employment, and assurance is also given that _____ will immediately take any measures necessary to effectuate this policy. "Equal Employment Opportunity is the Law" posters will be displayed in plain sight at the office and on the job site for the benefit of interested parties and all subcontractors.

_____ has been appointed as the Equal Employment Opportunity Officer to coordinate company efforts, to advise/assist personnel and staff, and officially serve as focal point for complaints, etc.

AFFIRMATIVE SUBCONTRACTING

In accordance with Paragraph 135.70 of Section 3, Attachment #1 reflects goals and proposed subcontractor needs (by craft) and approximate dollar amounts in each category for the duration of the project. Attachment #1 shall be completed by _____ and each subcontractor ($\geq$ \$100,000). _____ will refer to the Arkansas Economic Development Commission Minority and Women-Owned Business Directory, MBE/WBE solicitation lists, Section 3 Business registry and other resources and efforts will be made to contact and use minority-owned and women-owned businesses in the project area when needed to the maximum extent feasible. If subcontracts are awarded, efforts to contract with Section 3 Business Concerns must be documented. The Section 3 clause must be included in bids and subcontracts $\geq$ \$100,000, and we will provide copies of these subcontracts and require Section 3 compliance by covered subcontractors. Attachment #4, the Section 3 clause, will be signed by contractor and any subcontractors ($\geq$ \$100,000). Section 3 poster will be displayed at jobsite.

UTILIZING LOWER INCOME RESIDENTS, MINORITIES AND WOMEN

To the maximum extent feasible, _____ and any subcontractors ($\geq$ \$100,000) will use lower income residents as trainees, apprentices, and workers (if qualified) to complete the work on this project. When needed, special outreach efforts will be made to various public and private recruitment sources (list planned recruitment resources: _____). Special emphasis will also be made to recruit minorities and

women. Outreach efforts must be documented. _____ and all subcontractors ($\geq \$100,000$) will determine by craft and/or position the approximate manpower needs to complete the project. If there is a need for manpower, the need will be made known to the recruitment resources named above. Attachments No. #2 and #3 shall be completed by _____ and each subcontractor ($\geq \$100,000$) to assure that reasonable goals and target dates are a formal part of any contract or subcontract. Attachment #2 shows current workforce and Attachment #3 shows estimated work force needs and goals for lower income project area residents, minorities and women. **All new hires by contractor or any subcontractor for project must complete Income Certification Form for Section 3 Resident upon hire.**

PROMOTION, DEMOTION, PAY RATES, LAYOFFS, ETC.

All personnel actions of the company shall be made on a nondiscriminatory basis without regard to race, color, religion, sex or national origin. We will inform each subcontractor of these affirmative requirements and ensure compliance.

RECORDS AND REPORTS

Attachments 1, 2, 3, 3A, and 4 must be signed and attached to this statement. The Company will submit all reports required throughout and upon completion of project in a timely fashion. The Company shall also assure that all subcontractors shall submit required reports as needed.

CERTIFICATIONS

The undersigned hereby certifies that this Section 3 Plan and Section 3 provisions are included in this Contract.

Bidder OR Proposed Subcontractor (Company) _____

Project Address _____

Authorized Representative Signature

Title

Date

ATTACHMENT #1 – SUBMIT WITH BID FROM BIDDER
AND EACH PROPOSED SUBCONTRACTOR WITH SUBCONTRACT EXCEEDING \$100,000

CONTRACTING GOALS - PROPOSED SUBCONTRACTS AWARD SUMMARY

The following list is intended to provide information on proposed subcontracts. The final record of actual subcontracts will reflect and determine affirmative compliance by this bidder.

Trade or Supplier (Specify Concrete, Curb and Gutter, etc.)	Estimated Dollar Amount of Subcontract	Estimated Percent of Total Contract	Estimated Start Date and End Date	Proposed Subcontractor	Section 3 Business		Minority Owned		Woman Owned		Race/ Gender (Codes)
					Yes	No	Yes	No	Yes	No	

TOTAL ESTIMATED AMOUNT OF SUBCONTRACTS: _____

Bidder OR Proposed Subcontractor (Company) _____

Race Codes:

- 1 White American
- 2 Black American
- 3 Native American
- 4 Hispanic American
- 5 Asian/Pacific American
- 6 Hasidic Jew

Gender Codes:

- M - Male
- F - Female

Goals:

10% of total dollar amount for award of subcontracts to Section 3

10% of total dollar amount for award of subcontracts to MBE/WBE

Total Est. \$ to Project Area Section 3 Business Concerns _____

Total Est. \$ to Minority/Women Businesses _____

NOTE: Submission of *Attachment #7 - Contractor Section 3, Minority-Owned, Woman-Owned Certification Form* will be required from all subcontractors listed above with bid or prior to contract award.

Project Address _____

Authorized Representative Signature

Title

Date

ATTACHMENT #2 – SUBMIT WITH BID FROM BIDDER
AND EACH PROPOSED SUBCONTRACTOR SUBCONTRACT EXCEEDING \$100,000

CURRENT EMPLOYMENT

Our Company (*circle one*) is or is not located in and (*circle one*) is or is not owned by residents of the Project Area (North Little Rock).

The positions and employees reflected below represent the present employment of the Company including administrative and clerical staff, related to this job. As vacancies occur or new positions are established, we will attempt to maintain at least 30% of the workforce with Section 3 Residents from the Project Area (North Little Rock).

Position	Name and Address	Project Area (NLR) Resident		Race/Gender (Code)
		Yes	No	

Race Code:

- 1 White American
- 2 Black American
- 3 Native American
- 4 Hispanic American
- 5 Asian/Pacific American
- 6 Hasidic Jew

Gender Code:

- M - Male
- F - Female

Bidder OR Proposed Subcontractor (Company)_____

Project Address_____

Authorized Representative Signature

Title

Date

ATTACHMENT #3 – SUBMIT WITH BID FROM BIDDER
AND EACH PROPOSED SUBCONTRACTOR WITH SUBCONTRACT EXCEEDING \$100,000

CONTRACTOR ESTIMATED WORKFORCE BREAKDOWN
AFFIRMATIVE RECRUITMENT AND UTILIZATION OF LOWER INCOME AREA RESIDENTS,
MINORITIES AND WOMEN:

The list of crafts (by classification or specialty) below reflects estimated numbers of employees which will be required to complete this Company's part of the project. In accordance with Section 3 of the Housing and Urban Development Act of 1968, the Company submits the following anticipated workforce needs and hereby establishes the following goals: (Include all projected positions including administrative/clerical.)

Estimated Numbers of Employees Needed by Company for Job					This Section for Record-Keeping Purposes for New Hires Only						
Craft/Job Category	*Total Estimated New Hires Needed	# of Positions Occupied by Permanent Employees	# of Positions Not Occupied by Permanent Employees	# of Positions to be Filled with Project Area (NLR) Residents	Project Area (NLR) Resident Y or N	JOURNEYMAN		APPRENTICE		TRAINEE	
						Race	Sex	Race	Sex	Race	Sex

* Estimated

Race Codes:

- 1 White American
- 2 Black American
- 3 Native American
- 4 Hispanic American
- 5 Asian/Pacific American
- 6 Hasidic Jew

Gender Codes:

- M - Male
- F - Female

Note: See Attachment 3A (Example of notification to recruitment sources)

If new hires are made:

Minority Goal= 15.7%

Women Goal = 6.9%

Project Area Low Income Section 3 Resident Goal= 30%

Bidder OR Proposed Subcontractor (Company) _____

Project Address _____

Authorized Representative Signature

Title

Date

ATTACHMENT #3A – SUBMIT WITH BID FROM BIDDER
AND EACH PROPOSED SUBCONTRACTOR WITH SUBCONTRACT EXCEEDING \$100,000

COMPLETE THIS FORM AS EXAMPLE OF GOOD FAITH EFFORT TO RECRUIT SECTION 3 RESIDENTS AND BUSINESS CONCERNS IF NEEDED

SAMPLE LETTER TO RECRUITMENT SOURCES

To Whom It May Concern:

_____ (Bidder or Subcontractor Company Name) is presently participating in a federally assisted construction project.

In compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended, training and employment opportunities arising out of a project assisted under a program providing direct financial assistance from the U.S. Department of Housing and Urban Development shall be given, to the greatest extent feasible, to lower income residents or businesses owned by lower income residents of the City of North Little Rock. Low-income residents or businesses owned by a low-income resident of the City of North Little Rock are encouraged to apply.

To assure compliance under various laws, we are committed to taking affirmative action to recruit lower income workers from the defined area of this project when new hires are needed. We will also recruit minorities and women when new hires are needed. The area of recruitment is not limited to the project area in this case. We are an Equal Employment Opportunity Employer (male and female). The designated area of the project is:

The crafts (by classification) shown below reflect our primary needs for manpower:

Craft	Journeyman	Apprentice

Our hiring office is located at: _____

Your assistance in our recruiting efforts will be appreciated.

Sincerely,

ATTACHMENT #4 – SUBMIT WITH BID FROM BIDDER
AND EACH PROPOSED SUBCONTRACTOR WITH SUBCONTRACT EXCEEDING \$100,000

Sec. 135.38 Section 3 Clause.

TITLE 24 – HOUSING AND URBAN DEVELOPMENT

CHAPTER I – OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY,

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 135 – ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS

Subpart B – Economic Opportunities for Section 3 Residents & Section 3 Business Concerns

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

I understand and will abide by the requirements of this Section 3 clause.

Bidder OR Proposed Subcontractor (Company) _____

Project Address _____

Authorized Representative Signature

Title

Date

SUBMIT WITH BID FROM BIDDER
AND EACH PROPOSED SUBCONTRACTOR WITH SUBCONTRACT EXCEEDING \$100,000

**CERTIFICATION REGARDING GOVERNMENT-WIDE
RESTRICTION ON LOBBYING**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards (at all tiers, including contracts under grants, loans, and cooperative agreements, subcontracts, and sub grants) over \$100,000, and that all sub recipients shall certify and disclose accordingly.

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

Bidder OR Proposed Subcontractor (Company) _____

Project Address _____

Authorized Representative Signature

Title

Date

REPORTING AND FORMS

The following reports forms are examples of reporting that will be required by Contractor. Other required reporting forms or documents will be provided at preconstruction meeting.

☐ **"WH-347 Certified Payroll Form"**

To be turned in to City for each week of job from each contractor and subcontractor. May use your own payroll documents as long as all information required on this form is included on your own payroll forms. You are required to include page 2 certification statement. If you are using your own payroll format, you may attach the certification from the back or 2nd page of the WH-347 form.

☐ **"Payroll Deduction Authorization Form"**

To be turned in with weekly payroll only if employee has deduction recorded in "Other" column under Section 8 Deductions on WH-347 form (attachment #8).

See next page.

***SAMPLE CERTIFIED PAYROLL FORM (2 PAGES)
TO BE TURNED IN WEEKLY UPON CONTRACT EXECUTION
BY CONTRACTOR AND ALL SUBCONTRACTORS***

U.S. Department of Labor
Wage and Hour Division

Davis-Bacon and Related Acts Weekly Certified Payroll Form

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

Unless otherwise noted, the information requested is specific to the named project below.
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

☐ PRIME CONTRACTOR

☐ SUBCONTRACTOR

PROJECT NAME				PROJECT NO. or CONTRACT NO.			CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME									
PROJECT LOCATION				WAGE DETERMINATION NO.			WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS									
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)		(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)		(9)	
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERED APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES	TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY SEE INSTRUCTIONS)	NET PAY TO WORKER FOR ALL WORK
							HOURS WORKED EACH DAY											
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 (over)

PROJECT NAME	PROJECT NO. or CONTRACT NO.	PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION		WEEK ENDING DATE	CERTIFYING OFFICIAL'S NAME AND TITLE

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:

☐ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.

☐ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.

☐ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.

☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

APPRENTICESHIP PROGRAM NAME	REGISTERED	NAME OF LABOR CLASSIFICATION
	☐ OA ☐ SAA	
	☐ OA ☐ SAA	
	☐ OA ☐ SAA	

☐ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

NAME OF WORKER	FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		TOTAL HOURLY CREDIT
	FB TYPE	PLAN NO.	FB TYPE	PLAN NO.	FB TYPE	PLAN NO.	FB TYPE	PLAN NO.	FB TYPE	PLAN NO.			
	☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded				
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$

☐ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

ADDITIONAL REMARKS

SIGNATURE OF CERTIFYING OFFICIAL

DATE

TELEPHONE NUMBER

EMAIL ADDRESS

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

**SAMPLE FORM TO BE TURNED WITH WEEKLY PAYROLL ONLY IF EMPLOYEE HAS DEDUCTION
RECORDED IN "OTHER" COLUMN UNDER SECTION 8 DEDUCTIONS ON WH-347 FORM.**

**PAYROLL DEDUCTION AUTHORIZATION FORM
"OTHER DEDUCTIONS" ON CERTIFIED PAYROLL**

*NOTICE: For Davis Bacon Act-Applicable Projects Only
Contractors: Place this form on Company Letterhead*

Project Name: _____

Employee's Name: _____

I, _____, hereby authorize _____ to
(Employee Name) (Name of Employer/Company)

deduct \$ _____ from my paycheck.

This deduction is for:

_____ Loan Repayment _____ Retirement _____ Profit Sharing
_____ Advance _____ Charitable Donations
_____ Savings _____ Insurance Premiums
_____ Other: _____

This deduction is to be made:

_____ One time only _____ Weekly _____ Monthly _____ times over _____ weeks

Other: _____

Employee's Signature: _____ Date: _____

You may make payroll deductions as permitted by DOL regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e. give up or return to the employer) any of their earnings other than those identified.

You need to submit this documentation only one time per employee, unless changes in deductions or durations take place.

***If deductions are being made for child support, a copy of the court ordered withholding must be included.**