



# OFFICE OF COMPLIANCE AND INCLUSION (OCI)

## OCI Team

### **William Veney**

*Manager*

(O)216-265-3324 / E-mail: [wveney@clevelandairport.com](mailto:wveney@clevelandairport.com)

### **Rosita Turner**

*Contract Compliance Officer/Prevailing Wage Officer*

For **Federal** Public Improvement / Concessions Projects

(O)216-265-6606 / E-mail: [rtturner@clevelandairport.com](mailto:rtturner@clevelandairport.com)

### **Roman Orinoco**

*Contract Compliance Officer/Auditor*

For **Federal** Professional Services/Concessions

(O) 216-265-6197 / E-mail: [rorinoco@clevelandairport.com](mailto:rorinoco@clevelandairport.com)

# **PREVAILING WAGE**

*under*

# **DAVIS BACON and RELATED ACTS (DBRA)**

# POINTS OF DISCUSSIONS

---

1. **Davis Bacon Labor Standards**
2. **Davis Bacon Project Contract Clause**
3. **Davis Bacon Coverage**
4. **Certified Payroll Registers**
5. **Project On-Site Requirements**
6. **Retainage Release Requirements**
7. **Noncompliance Sanctions**

# 1. DAVIS BACON LABOR STANDARDS

---

## 1a. Regulations:

- DBRA: *29 CFR Parts 1,3,5,6,and 7*
- US Code: *40 3141-3144, 3146-3148*
- Copeland "Anti-Kickback" Act
- The Contract Work Hours and Safety Standards Act

## 1b. Application of Davis Bacon

- Federal construction contracts over \$2,000 (*29CFR § 5.2*)
- Public buildings or public works (*29 CFR § 5.5(a) & 40 U.S.C. 3142(a), (c)*)

# 1. DAVIS BACON LABOR STANDARDS

---

## 1c. Site of Work [29 CFR 5.2(I)(2)]

- Construction, alteration, and/or repair (including painting or decorating) of public buildings or public works
- Dedicated exclusively, or nearly so, to the performance of the contract; and
- Adjacent or virtually adjacent to the site of the work.

## 2. DAVIS BACON PROJECT CONTRACT CLAUSE INCLUSION

---

### 29 CFR Part 5.5

*"The contractor or subcontractor shall insert in any subcontracts the clauses contained in **29 CFR Part 5.5(a)(1) through (10)** and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts."*

## 3. DAVIS BACON COVERAGE

- **Laborers and Mechanics** (29CFR § 5.2)

Carpenters	Craftsmen	<b>Truck Drivers - <i>de minimis</i></b> (29CFR § 5.2)
Electricians	Flaggers	<b>Working Foremen – 20%</b> x week time (29CFR Part 541)
Longshoremen	Plumbers	<b>Site Security Guards/Watchmen</b>
Welders	Concrete Finishers	<b>Material Manufacturer</b> delivering said material supplies on site (29CFR Part 5.2(i))
Ironworkers	Power Equipment Operators	<i>Etc.</i>

- **Apprentices/Helpers** (29CFR § 5.2(n))

Supporting Documents before utilization:

- Apprenticeship/Trainee Agreement
- Apprenticeship/Trainee Certification



## 4a. CERTIFIED PAYROLL REGISTERS

### SUBMISSIONS OF CPRs

- 1) CPRs + “Statement of Compliance” [29 C.F.R. § 5.5(a)(3)(ii)(B)]
- 2) Initial Submission: After 2weeks of project inception
- 3) Thereafter: **Within seven (7) days** after the regular payment date of the payroll period [29 C.F.R. § 3.4(a)]

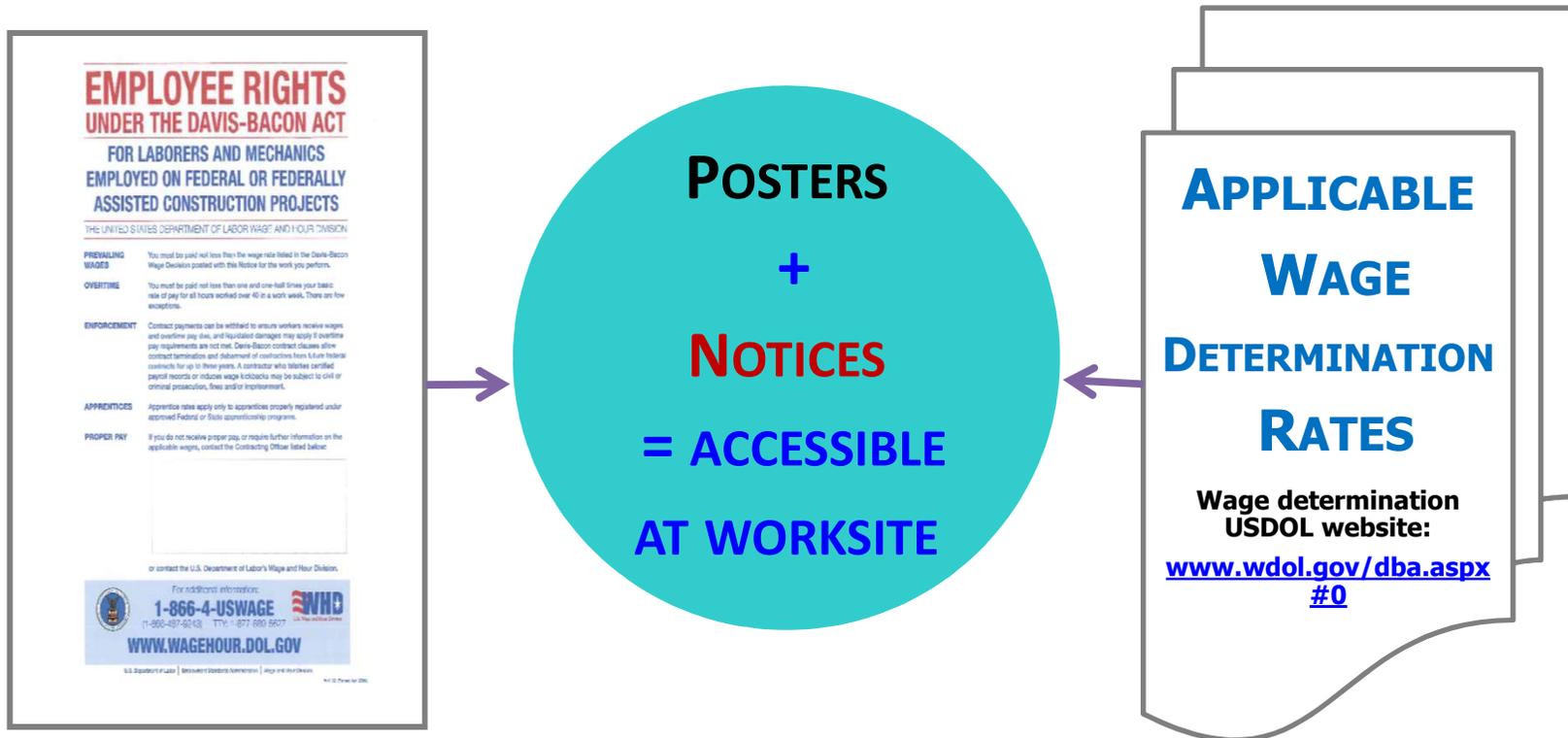
**CPR SUBMISSIONS ARE WEEKLY!**

***29 C.F.R. § 5.5(a)(3)(ii)(A).***



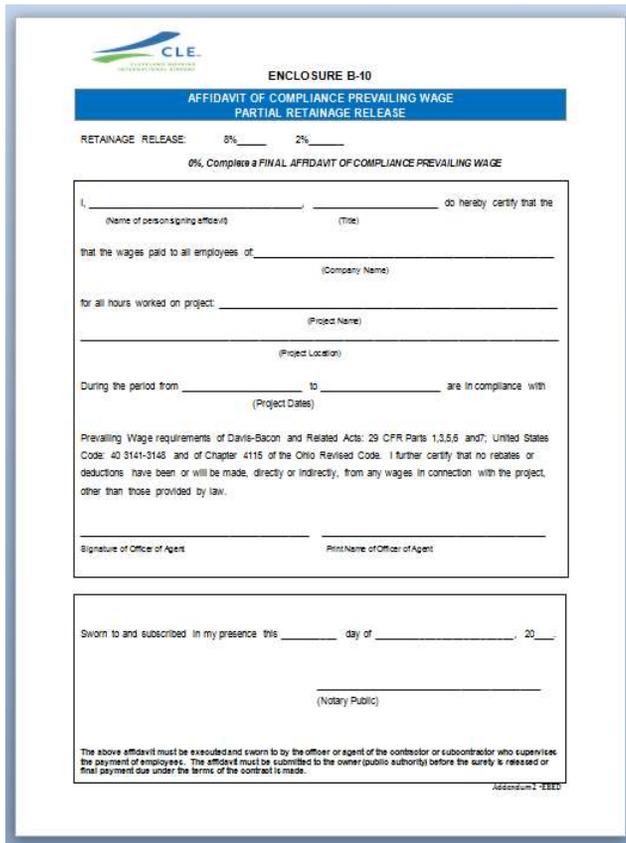
# 5. PROJECT ON-SITE REQUIREMENTS

➤ Must have drivers license/State ID/Union ID.



# 6. RETAINAGE RELEASE REQUIREMENTS

## A. ENCLOSURE B-10 For Partial Retainage Payment:



**ENCLOSURE B-10**  
**AFFIDAVIT OF COMPLIANCE PREVALING WAGE**  
**PARTIAL RETAINAGE RELEASE**

RETAINAGE RELEASE: 0% \_\_\_\_\_ 2% \_\_\_\_\_

0%, Complete a FINAL AFFIDAVIT OF COMPLIANCE PREVALING WAGE

I, \_\_\_\_\_ do hereby certify that the  
(Name of person signing affidavit) (Title)

that the wages paid to all employees of \_\_\_\_\_  
(Company Name)

for all hours worked on project: \_\_\_\_\_  
(Project Name)

\_\_\_\_\_ (Project Location)

During the period from \_\_\_\_\_ to \_\_\_\_\_ are in compliance with  
(Project Dates)

Prevailing Wage requirements of Davis-Bacon and Related Acts: 29 CFR Parts 1.3, 5.6 and 7; United States Code: 40 3141-3148 and of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages in connection with the project, other than those provided by law.

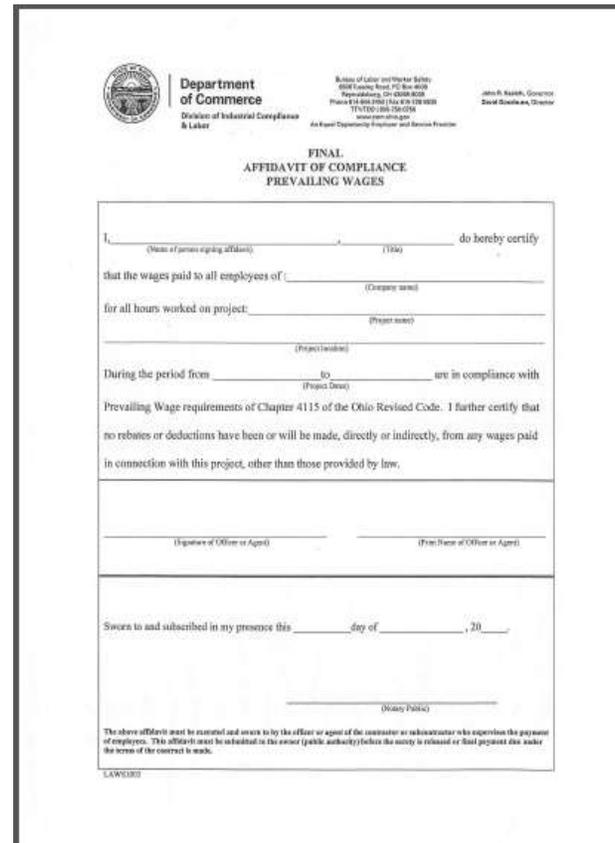
Signature of Officer or Agent \_\_\_\_\_ Print Name of Officer or Agent \_\_\_\_\_

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. The affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

Attachment 1-11111

## B. FINAL AFFIDAVIT For Final Retainage Payment:



**Department of Commerce**  
Division of Industrial Compliance & Labor

Bureau of Labor and Worker Safety  
1000 Lakes Road, P.O. Box 4008  
Cincinnati, OH 45208-0008  
Phone: 513-624-2222 Fax: 513-629-9222  
TDD: 513-751-0254  
www.opi.state.oh.us

John A. Kaseh, Governor  
David Beitzel, Director

**FINAL AFFIDAVIT OF COMPLIANCE PREVALING WAGES**

I, \_\_\_\_\_ do hereby certify  
(Name of person signing affidavit) (Title)

that the wages paid to all employees of \_\_\_\_\_  
(Company name)

for all hours worked on project: \_\_\_\_\_  
(Project name)

\_\_\_\_\_ (Project location)

During the period from \_\_\_\_\_ to \_\_\_\_\_ are in compliance with  
(Project Dates)

Prevailing Wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

Signature of Officer or Agent \_\_\_\_\_ Print Name of Officer or Agent \_\_\_\_\_

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

LAW5000

## 7. SANCTIONS FOR NON- COMPLIANCE

---

### Regulation

<http://www.dol.gov/whd/regs/compliance/whdfs66.pdf>

1. Contract payments withheld under CWHSSA
2. Grounds for contract termination
3. Contractor liability for any resulting costs to the government
4. Debarment from future contracts for a period up to three (3) years

OCI is providing ALL the information as a public service. This information and related materials are presented to give the public access to information on Department of Transportation and Department of Labor programs.

# OCI Requirements

---



**Written questions - send to designated  
Procurement Officer**