# Senior Center Resources and Public Transit

# (The Connection)

# Rural Transportation District

**Invitation for Bids (IFB)**

**for**

**Vehicle Awning Project**

**March 2026**

**Senior Center Resources and Public Transit**

**4912 Lee Street**

**Greenville, Texas 75401**

**903-454-1444**

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# IFB Events Timetable

| ***ACTION*** | ***DATE*** |
|---|---|
| Public media notification of IFB | March 6, 2026 |
| IFB packets made available for distribution | March 6, 2026 |
| Required Site Meeting | |
| Deadline for all Questions | March 20, 2026 |
| Responses to Questions | |
| **Bid submission deadline:** | **March 27, 2026** |

**Bids must be received & date-stamped by 5:00pm at**

**Senior Center Resources and Public Transit (SCRPT)**

**4912 Lee Street**

**Greenville, TX 75401**

| | |
|---|---|
| Bid Opening | March 31, 2026 |
| Post Bid Review and Analysis | |
| Final Selection, Contract Award | March 31, 2026 |
| Begin Project/Notice to Proceed | |

# General Information

### *A. Request*

Senior Center Resources and Public Transit (SCRPT) is a non-profit transit service for Hunt County TX. SCRPT also serves as a Senior Center (Meals on Wheels) for Hunt County. Senior Center Resources and Public Transit (SCRPT) is requesting bids for the construction of four (4) vehicle awnings on the back parking lot of the property. The qualified company should include, at a minimum, the ability to comply with all federal, state and local codes and regulations The firm is responsible for ensuring full compliance all codes and regulations implicit in the completion of this project.

### *B. Purpose*

The purpose in soliciting bids is to secure a Company that will provide quality awnings to protect vehicles from adverse weather conditions. The plan should also include options for parking for TxDOT vehicles as well as SCRPT employee vehicles. Please visit www.scrpt.org/transportation.

### *C. Deadline for Submission*

The deadline for submission of proposals is 5:00pm (CST), Friday March 27, 2026.

### *D. Submission Requirements*

Submit an original proposal and four (4) copies to:

Senior Center Resources and Public Transit (SCRPT)
4912 Lee Street, Greenville TX 75401
ATTENTION: Danny Allembaugh

### *E. Contact Person*

All questions concerning this IFB packet should be directed to: Mr. Danny Allembaugh, SCRPT Transportation, 4912 Lee Street, Greenville, Texas 75401. or by email at

td@scrpt.org. Questions and answers will be posted at www.SCRPT.org/transportation, deadline for submission of questions is March 27, 2026, no later than 5:00 pm. Any addenda to the IFB will be posted on our website as well by March 6, 2026.

### *F. Contract Type*

The winning proposal will be offered a standard contract from Senior Center Resources and Public Transit (SCRPT) (The Connection).

### *G. Limitations and Reservations*

SCRPT reserves the right to accept or reject all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this IFB, if found to be in the best interest of SCRPT. This IFB does not commit SCRPT to award a contract, to pay any costs incurred for the preparation of proposals or to procure our contract for any services.

SCRPT specifically reserves the right to vary the provisions set forth herein at any time prior to the execution of a contract where such variance is deemed to be in the best interest of the needs of SCRPT. While every effort has been made to ensure the accuracy and completeness of the information in this IFB, SCRPT recognizes that the information is not exhaustive in every detail and that all work and materials may not be expressly mentioned in the requirements of the IFB. Therefore, it is the responsibility of the proposer to include in their proposal all materials and requirements which are necessary for the construction of the awnings. SCRPT reserves the right to engage in business with responsible contractors with sound management, quality control, capacity, experience, financial resources, and ethics to perform its contracts. SCRPT reserves the right to issue addenda to the IFB prior to bid opening.

### *H. Exceptions to Terms and Conditions.*

Exceptions to terms and conditions must be taken at the time the bis is submitted. Offerors shall submit exceptions to SCRPT in the bid with proposed alternative language. Exceptions shall not be allowed after the bid opening date and time. At the sole

discretion of SCRPT, the amount and nature of exceptions may be grounds for disqualification.

### *I. Clarifications Regarding Specifications.*

SCRPT shall attempt to answer written inquiries concerning the IFB but shall not be obligated to do so. If an Offeror believes the IFB contains an error or ambiguity, then the Offeror shall make a written inquiry to SCRPT explaining the issue and referencing paragraph and page number in the IFB and asking the appropriate question. Written inquiry must be submitted by the date indicated in the Schedule of Events. Questions shall be e-mailed to SCRPT (td@scrpt.org). A proposal item, which, in the opinion of SCRPT, is not in exact compliance with the IFB, and which has not been modified or clarified may, at SCRPT's discretion, be considered an exception to the IFB or be rejected as a non-conforming offer.

### *K. Understanding of Jobsite and Local Conditions.*

Before submitting a proposal, the Offeror shall carefully examine and consider the contract documents, the site(s) of the proposed work, the physical and environmental conditions, the character of equipment needed before and during the performance of the work, the availability and cost of skilled and unskilled labor required to perform the contract, the general and local conditions, the facilities available, and all other matters which can in any way affect the cost, progress or performance of the work, which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Offeror (including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the contract documents) or safety precautions and programs incident thereto. The Offeror shall be satisfied as to character, quality and quantities of work to be performed and materials to be furnished. Submission of proposal shall indicate that the Offeror has complied with these requirements. Bidder may at its own expense, before submitting a proposal, and upon written approval by SCRPT, have access to the site to conduct such examinations, investigations, explorations, tests and studies it deems necessary to familiarize itself fully with the character of the site and of the work to be performed.

Offeror shall fill all holes and clean up and restore the site to its former condition upon completion of such explorations, investigations, tests, and studies. Data obtained by Offeror, including analyses performed by the Offeror, shall be used solely for the preparation of the proposal. Data obtained by Offeror from such investigations or tests shall be provided at no expense to SCRPT upon request. Requests for jobsite inspection shall be addressed to Mr. Danny Allembaugh.

### *L. Buy America.*

This project is funded by the Federal Transit Administration (FTA) and is therefore required to meet the Build America, Buy America requirements, as described in 49 USC 5323(j), 49 CFR 661, and 2 CFR § 184, 2 CFR § 200.322. These sections of the United States Code and the Code of Federal Regulations are incorporated as requirements of this project.

The General Contractor shall certify that all steel, iron, and manufactured products used in the project are produced in the United States as described in detail in the above referenced USC and CFR sections.

In order for the General Contractor to provide this certification to the Owner, each Subcontractor shall certify that his/her specific products which will be furnished or installed in the project are Build America, Buy America compliant. Subcontractor shall complete and submit the certification statement below with his/her bid and submittals to the General Contractor in accordance with the requirement contained in 49 CFR 661.12 and 49 CFR 661.13(b). Submittals will not be accepted without certification of compliance with Build America, Buy America.

### *M. Evaluation Criteria*

Invitation for Bid (IFB) evaluation criteria focus primarily on identifying the lowest-priced, responsive, and responsible bidder that meets all stated specifications. Unlike RFPs, IFBs are not evaluated on subjective merits, but rather on pass/fail compliance with technical requirements, price, and the bidder's capacity to perform the contract.

Bids will be evaluated based on price and adherence to technical specifications provided by SCRPT. Bidders shall read and understand the complete IFB package including those sections that shall be completed subsequently by the Offeror to whom the award is made. Discussions may be conducted individually with responsible Offerors for the purpose of clarification or to assure full understanding of, and responsiveness to, the solicitation requirement. SCRPT reserves the right to determine when and with whom to conduct discussions.

**Key IFB Evaluation Criteria:**

**Responsiveness:** The bid must strictly comply with all mandatory specifications, terms, and conditions outlined in the solicitation. Non-compliant bids are rejected.
**Price:** The lowest-priced offer is typically selected, assuming it meets all other criteria.
**Responsibility:** The bidder must demonstrate they have the necessary financial capacity, experience, and resources to perform the work.
**Product Acceptability:** A determination is made to confirm the product or service meets the technical requirements specified in the IFB.

**Evaluation Process:**

**Public Bid Opening:** Bids are opened publicly at the designated time and place to ensure transparency.
**Compliance Review:** Bids are reviewed for completeness and conformance to specifications.
**Lowest Price Selection:** The contract is awarded to the lowest responsive, responsible bidder.

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### *N. Protest Rights*

All protest or complaints regarding this IFB process shall be referred to the SCRPT Grievance Procedures for resolution. Copies of such procedures may be found on page 12 of this IFB.

### *O. Standards of Conduct*

It is the adopted policy of the Senior Center Resources and Public Transit that all procurement activities shall be conducted in a manner consistent with the standards set forth in applicable OMB Circulars and applicable laws and regulations of the federal government and the State of Texas. Accordingly, that policy states that:

No employees, officers, or agents of SENIOR CENTER RESOURCES AND PUBLIC TRANSIT shall participate in the selection, award, or administration of a contract in which public funds are used where to their knowledge, they or their immediate families or partners or organization in which their immediate families or partners have a financial interest or with whom they are negotiating or have any arrangement concerning prospective employment.

1. Senior Center Resources and Public Transit officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from potential or existing contractors or vendors. Disciplinary actions shall be applied to employees, officers and/or agents who violate this rule.
2. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open, and free competition. To ensure objective contractor/vendor performance and eliminate unfair competitive advantage, contractor/vendors who develop or draft specifications and other requirements for Senior Center Resources and Public Transit solicitation instruments (RFP's, IFB's, etc.) shall be excluded from competing for such procurement.
3. Awards shall be made to the contractor/vendor whose offer is responsive to the solicitation and is most advantageous to Senior Center Resources and Public Transit, price and other factors considered.

4. Solicitations shall clearly set forth all requirements that the contractor/vendor must fulfill for the offer to be evaluated. All offers may be rejected when in the best interest of Senior Center Resources and Public Transit to do so.
5. Written procedures implementing these policies shall be developed in compliance with applicable federal and state laws and regulations.

***P. Approvals.***

SCRPT Contracts must be approved by SCRPT's Board of Directors before they become effective. Change orders must be executed by SCRPT Executive Director and the Transportation Manager**.**

***Q. Submission Requirements***

To be considered responsive and receive an evaluation, a proposal must include all items listed on the IFB Submission Checklist.

Offeror shall prepare its bid on forms furnished by SCRPT. Each Offeror shall fill in each blank space in the proposal forms. The bid shall be executed with the complete and correct name of the Offeror, whether an individual, partnership, firm, corporation or other legal entity. The bid shall be signed by an officer legally authorized to bind the Offeror's company and shall contain a statement to the effect that the proposal is a firm bid for a thirty (30) day period from the date that the bid is received by SCRPT. The bid shall also provide the name, title, address, and telephone number of the individual(s) with authority to negotiate during the period of proposal evaluation. Any corrections to the proposal shall be initialed by person signing the proposal.

Complete IFBs must be used in preparing bids; SCRPT does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete IFBs. Incomplete proposal forms, schedules and information sheets may be grounds for disqualification.

IFBs may require bids for a firm fixed price, unit prices or a combination of firm fixed and unit prices. Offeror shall submit a price for each item on the basis indicated on the proposal form. In case of conflict between unit prices and extensions, unit prices shall

govern. In case of conflict between words and numerals, words shall govern. Proposal prices shall not include sales, excise, and use taxes on installed equipment and materials. SCRPT is exempt from such taxes under the Texas Tax Code §151.309. An exemption certificate shall be furnished to Offeror, subcontractors and suppliers upon request. Offeror may have sales tax liability for materials and supplies used for the project, but for which Offeror is considered the consumer. To obtain possible tax benefits by the separation of materials and labor, Offerors should be familiar with the Comptroller's Rules 3.291 (Contractors), 3.292 (Repairmen), and 3.347 (Improvements to Realty), which may be obtained from the Texas Comptroller of Public Accounts. The prices quoted in the proposals shall be complete, including without limitation all supervision, labor, subcontracts, services, equipment, contractor supplied materials, consumables, shipping and transportation, travel, living expenses, insurance, bond costs, overhead, profit and taxes.

**Procurement Grievance Procedures**

***A.*** Definitions

1. A grievance is defined as limited to an alleged improper interpretation, application, or violation of an individual's terms and conditions regarding the Request for Proposal/Bid/Information or Invitation for Bid/Proposal (RFP, RBP, RFI, OR IFB, IFP) process.
2. A "party of interest" is the person or persons making the appeal and any person who might be required to act or against whom action might be taken to resolve the claim.
3. Workdays are those days when administrative offices are scheduled to be open.
4. D.O.T. Department of Transportation
5. Addendum A written amendment or modification to the IFB, issued by the Authority in conformity with the IFB.

***B.*** Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting individuals. Both parties agree that these proceedings will be kept confidential as may be appropriate at any level of the procedure.

It is the policy of this agency to respond promptly to any complaints or grievances which may arise.

***C. Procedure – General***

1. Failure by the Administration at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
2. The time limits specified may be extended by mutual agreement and shall be exclusive of discretionary leave and scheduled vacation.
3. Failure by the aggrieved at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be acceptance of the decision rendered at that step.

***D. Action and Appeal***

*Level 1*

The grievance must be discussed with the Program Manager within ten (10) calendar workdays after the individual(s) first knew or should have known of the event or series of events causing the complaint. If the matter is not resolved by the Program Manager within ten (10) calendar workdays, then the aggrieved shall present the grievance in writing proceeding to Level 2.

*Level 2*

If the outcome of the conference at Level 1 is not to the individual's satisfaction, the individual(s) must submit a grievance in writing with a

request to meet with the Deputy Director/Procurement Officer within ten (10) calendar workdays. The grievance shall specify:

- The matter at issue or in dispute.
- The reason for grieving.
- The remedy sought.

The document shall contain all points to be included in the grievance. Facts not contained in the document may be introduced at appeal levels and in the procedure only with consent of all interested parties.

The meeting shall be held within ten (10) calendar workdays or at a mutually agreed time, after the Deputy Director/Procurement Officer receives the request to discuss the complaint.

The Deputy Director/Procurement Officer will then investigate the matter fully and render a decision within ten (10) calendar workdays.

*Level 3*

If the grievance is not resolved to the individual's satisfaction at Level 2, then the individual may appeal to the Executive Director in writing within ten (10) calendar workdays. The Executive Director will render a decision within ten (10) calendar workdays and will be final.

In cases where a Conflict of Interest may be viewed, an individual shall appeal to the Board of Directors within ten (10) calendar workdays after receipt of the final decision made by the Executive Director.

The appeal shall be submitted in writing within ten (10) calendar workdays through the Secretary to the Board who shall obtain all related papers from Level 1 and Level 2 and forward the appeal to the Board President.

The Board President will designate a committee of three (3) of its own members to determine only whether the decision was reasonable based on

record and not capricious or irresponsible. The Board committee will give its report to the Board of Directors for the final decision. The Board's final decision shall be rendered, in writing, to the parties involved.

**Scope of Work**

The scope of work for this project will include the design and construction of 4 vehicle parking awnings to provide covered storage for buses and a designated work area. The awning structures will be approximately 16 feet in height, sloping to 15 feet, and will include commercial-grade gutters and downspouts to ensure proper drainage. The structures will be designed with adequate slope to allow for effective water runoff. The awnings will include structures approximately 100’ x 30’, 100’ x 20’, 45’ x 30’, and 20’ x 18’ in size.

All awnings will be constructed using 8-inch I-beams for columns and rafters and 8-inch C-purlins. Each structure will be designed with an appropriate slope to allow effective water runoff and will include commercial-grade gutters and downspouts.

All finishes will be painted to match the existing lot awning. The contractor will coordinate with the City to obtain all required permits and approvals prior to construction. The awning will be designed and constructed to meet applicable local and state building codes, including wind load requirements of 120–160 mph, and will comply with the ASCE 7-16 Standard.

## Certificate of Insurance Requirements:

Prior to beginning of work, the Contractor shall obtain the minimum insurance requirements and endorsements as specified and submit certificates to SCRPT. The named insured on the certificate and the name of the contractors as it appears on the contract with SCRPT, must be the same. All insurance requirements must remain in force until final acceptance. If the insurance lapses for any reason, all work must stop until SCRPT receives an acceptable certificate of insurance.

### *Workers' Compensation Insurance Coverage*

The Contractor is required to have Workers' Compensation Insurance. The Contractor shall carry workers' compensation insurance in at least the statutory amount and the employer's liability coverage. By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to workers' compensation insurance or legitimate alternates. This certification includes all subcontractors. Subcontractors must meet the requirements either through their own coverage or through the Contractor's coverage. Evidence of such insurance is to be furnished to SCRPT in a manner described above.

Endorsed with a Waiver of Subrogation in favor of SCRPT.

### *Commercial General Liability Commercial*

General Liability Insurance if Combined Single Limit coverage, not less than $600,000 combined single limit. In the event the coverage's are specified separately, they shall be *at least* these amounts:

Bodily Injury: $500,000 each occurrence

Property Damage: $100,000 each occurrence $100,000 for aggregate

Manufacturers' and Contractors' Liability insurance is *not* an acceptable substitute for Commercial General Liability insurance.

Endorsed with SCRPT as Additional Insured and a Waiver of Subrogation in favor of SCRPT.

***Builders Risk***

All Risk Builders Risk Insurance for insurable building projects shall be insured in the amount of the contract price for such improvements. SCRPT and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builders Risk Insurance required under this section, except as to such rights as they may have in the proceeds of such insurance. Contractor shall require similar waivers by Subcontractors and Sub-subcontractors. SCRPT is to be named Lost Payable Cause for 100% of Contract Price.

# IFB Submission Checklist

- ☐ Offeror Questionnaire and Information Form
- ☐ Proposal & Pricing Form
- ☐ Assurances
- ☐ Federal & State Clauses
- ☐ Submission of 1 original proposal and 4 copies by 5pm (CST),

  Monday, March 30, 2026,

  To:

  SCRPT at 4912 Lee Street
  Greenville, Texas 75401.

# Section C
## OFFEROR QUESTIONNAIRE AND INFORMATION FORM

Offeror MUST complete this form in its entirety.
If a question is not applicable, Offeror should state "not applicable".

### BUSINESS AND CONTACT INFORMATION

Business Name: _____

Federal Tax ID #_____

Address: _____

City/State/Zip: _____

Contact Name: _____

Phone #:_____ Fax #:_____

E-Mail:_____ Web Site: _____

NIGP Code: _____

Number of Years been in Business: _____ Duns #_____ Is Business an MBE ☐ or WBE ☐ or neither ☐ ?

Type of Business Entity: Corporation ☐ LLC ☐ LP ☐ LLP ☐

Other ☐ _____

In What State & Year Did Business Organize in Your Current Structure:

_____

Is Business or Parent Publicly Traded? Yes ☐ No ☐

Full Legal Name of Parent or Holding Company, if any:

_____

(Note: if there are several tiers of ownership, attach a corporate organizational chart)

Services Provided by Business:

_____

Names and Positions of the individuals authorized to bind Offeror's company:

_____

_____

### GENERAL CONTRACT INFORMATION/PERFORMANCE

In the past three (3) years, has Business:

(a) Been engaged in any litigation? Yes ☐ No ☐ If yes, attach explanation

(b) Completed all contracts it was awarded? Yes ☐ No ☐ If no, attach details.

(c) Been awarded a bonus for early completion of Work? Yes ☐ No ☐ If yes, attach details.

(d) Defaulted on a contract? Yes ☐ No ☐ If yes, attach details.

(e) Been assessed liquidated damages? Yes ☐ No ☐ If yes, attach details.

# PROPOSAL AND PRICING METHODOLOGY

***Common Pricing Structure Components***

- **Lump Sum Price:** The total cost to complete all work defined in the specifications and drawings, including profit, overhead, and insurance.
- **Unit Price Items:** Used for specific, quantifiable elements (e.g., cost per awning unit, cost per foundation pier).
- **Bid Schedule/Pricing Sheet:** A breakdown required by the agency listing specific line items, such as:
    - Mobilization and demobilization.
    - Structural engineering and shop drawings.
    - Fabrication of steel frames and covering materials.
    - Concrete foundation and installation.
    - Applicable taxes and permitting fees.

# Proposal and Pricing Form

The undersigned, in compliance with your IFB for the construction of the _____, having examined the IFB, Project Manual, Drawings, Addenda, the site of the proposed work and being familiar with all the conditions surrounding construction of the proposed project, having conducted all inquiry, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, materials, machinery, tools, supplies and equipment and perform all work required for construction of the project in accordance with the RFP, Project Manual, Drawings and Addenda with the time indicated for the lump sum price of:

BASE PROPOSAL:

$_____

_____ dollars
(words)

ALTERNATE NO. 1:

$_____

_____ dollars
(words)

IDENTIFY WHAT THE ALTERNATE IS

Time of Functional Completion: The undersigned Contractor agrees to commence work within ___35__ days after Notice to Proceed is issued. The Contractor agrees to complete construction of the project as required by the RFP, Project Manual, Drawings and Addenda for the Senior Center resources & Public Transit in 60 calendar days. The duration noted above refers to construction days without rain/weather delays. If/when it is confirmed that rain or weather days delay the critical path of the construction, then those days will be added to the schedule to extend the durations accordingly.

The Contractor shall hold this price firm for 80 days after the Proposal Date. The Owner has no obligations to the Contractor if this Project is canceled or changed. The Owner may reject this proposal at any time.

The Contractor further agrees that should the Contractor fail to functionally complete the work by the date indicated in Proposal or as subsequently adjusted by Change Order, the Contractor shall pay the Liquidated Damages for each consecutive day thereafter as provided below, unless the Owner elects to pursue any other action allowed by law.

Liquidated Damages: The Contractor understands and agrees that the timely functional completion of the described work is of the essence. The Contractor and Owner further agree in applying Liquidated Damages that such damages cannot be precisely measured or that the ascertainment of actual damages would be unduly difficult. Therefore, the Contractor and the Owner agree that for each and every calendar day the work, or any portion thereof, remains functionally incomplete after the functional completion date as established by the above paragraph, "Time of Functional Completion," the Contractor shall pay, as agreed Liquidation Damages, the amount of Two Hundred and No/100 Dollars ($200.00) per calendar day and that such amount shall be deducted by the Owner from any payment to the Contractor.

The undersigned acknowledges receipt of the following

Reference Documents:

FTA Construction Project Management Handbook (178 pages)

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1, dated _____, received _____

Addendum No. 2, dated _____, received _____

Addendum No. 3, dated _____, received _____

_____ _____

*Contractor Company Name* *Date*

_____ _____

*Signature* *Title*

_____

*Printed Name*

# Assurances

We understand and agree that this proposal is not a contract and does not obligate the Senior Center Resources and Public Transit (SCRPT) to pay for costs incurred in the preparation of this proposal or costs incurred prior to the execution of a written contract or prior to the receipt of funds designated for this program from the funding agency.

We understand and agree that the contract provisions may vary from the provisions set forth in this request, when deemed necessary by the Senior Center Resources and Public Transit (SCRPT). However, we agree to abide by the contract provisions contained in the proposed contract.

We understand and agree that we may be subject to an on-site review and must be able and willing to provide documentation of information in the proposal at the request of the Senior Center Resources and Public Transit (SCRPT) prior to execution of a contract.

We understand and agree that any material misrepresentation or deliberate omission of a fact in this proposal may be justification for rejection of the proposal.

We understand and agree to abide by all federal, state and local laws, policies and regulations governing these and those additional rules which may be promulgated, or as amended, subsequent to the execution of a contract.

We understand and agree that we may be subject to a monitoring review or audit by the Texas Department of Transportation, FTA and/or Senior Center Resources and Public Transit (SCRPT). We also understand that we may be required to provide a copy of the most recent audit as part of the contracting process.

We understand and agree to submit this proposal in a good faith effort to provide services to the benefit of economically disadvantaged individuals eligible for services under this proposal.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

**GENERAL WAGE DETERMINATIONS ISSUED**
**UNDER THE DAVIS-BACON AND RELATED ACTS**
**DAVIS-BACON WAGE DETERMINATION**
**REFERENCE MATERIAL**

**Part I:** ***Introduction***

This section includes a short discussion of the Davis-Bacon and related Acts and their requirements, and a brief explanation of wage determinations and their use.

**Part II:** ***How to Interpret General Wage Determinations***

This section includes a discussion of how to interpret the information contained in Davis-Bacon General Wage Determinations.

**Part III:** ***Questions and Answers on the use of Davis-Bacon Wage Determinations***

This section includes the answers to several of the most frequently asked questions about administration of the Davis-Bacon and related Acts.

## Part I:
## INTRODUCTION
## THE DAVIS-BACON AND RELATED ACTS (DBRA)

The Davis-Bacon Act as amended, requires that each contract over $2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character. The Davis-Bacon Act directs the Secretary of Labor to determine such local prevailing wage rates.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. If a construction project is funded or assisted under more than one Federal statute, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes require payment of Davis-Bacon wage rates.

The geographic scope of the Davis-Bacon Act is limited, by its terms, to the 50 States and the District of Columbia. By the same token, the scope of each of the related Acts is determined by the terms of the particular statute under which the Federal assistance is provided. For example, Davis-Bacon prevailing wage provisions would apply to a construction contract located in Guam or the Virgin Islands funded under the Housing and Community Development Act of 1974, even though the Davis-Bacon Act itself does not apply to Federal construction contracts to be performed outside the 50 States and the District of Columbia.

## WAGE DETERMINATIONS

A "wage determination" is the listing of wage rates and fringe benefit rates for each classification of laborers and mechanics which the Administrator of the Wage and Hour Division of the U.S`. Department of Labor has determined to be prevailing in a given area for a particular type of construction (e.g., building, heavy, highway, or residential).

The Wage and Hour Division issues two types of wage determinations: general determinations, also known as area determinations, and project determinations. The term "wage determination" is defined as including not only the original decision but any subsequent decisions modifying, superseding, correcting, or otherwise changing the rates and scope of the original decision.

**General wage determinations** reflects those rates determined by the Division to be prevailing in a specific geographic area for the type of construction described. General wage decisions and modifications and supersedeas decisions thereto, contain no expiration dates and are effective from their date of notice in the Federal Register, or on the date written notice is received by the agency, whichever is earlier. If a contracting agency has a proposed construction project to which a general determination would be applicable, the published determination may be used by the contracting agency without consulting the Department of Labor, provided that questions concerning its use shall be referred to the Department of Labor.

**Project wage determinations** are issued at the specific request of a contracting agency; each is applicable to the named project only; and expires 180 calendar days from the date of issuance unless an extension of the expiration date is requested by the agency and approved by the Wage and Hour Division. If such a determination is not used in the period of its effectiveness, it is void. Project determinations are issued in response to contracting agencies submitting to the Wage and Hour Division a Standard Form 308 requesting a wage determination.

Modifications of general and project wage determinations are issued to update data in the original determination. Where a contract will be entered pursuant to competitive bidding procedures, a modification, notice of which is published in the Federal Register less than 10 days before the opening of bids shall be effective unless the agency finds that there is not a reasonable time still available before bid opening to notify bidders of the modification and a report of the finding is inserted in the contract file. (For projects assisted under the National Housing Act, and for projects to receive housing assistance payments under section 8 of the U.S. Housing Act of 1937, dates other than bid opening apply. See Regulations, 29 CFR Part 1, section 1.6). If the contracting officer chooses to disregard a modification, a report of this action shall be inserted in the contract file and made available to the Wage and Hour Division upon request.

If a contract has not been awarded within 90 days after bid opening, modifications prior to award to a general wage determination in the contract shall be effective with respect to that contract unless the agency requests and obtains an extension of the 90-day period from the Wage and Hour Division.

**Supersedeas Wage Determinations** are issued annually to replace general decisions issued in the previous edition of the publication entitled General Wage Determinations Issued Under the Davis-Bacon and Related Acts. Supersedeas project wage determinations may also be

issued. Supersedeas decisions affecting determinations are effective under the same circumstances as "modifications." Whereas a modification to a wage determination may make changes in only selected provisions of the wage determination, a supersedeas determination replaces the entire existing wage decision.

Notice is published in the Federal Register each week (usually on Friday) to advise the public of the publication of general wage determinations, modifications, supersedeas actions, withdrawal actions, and corrections affecting such wage determinations.

## Extensions of Wage Determinations

When a general wage determination has not been awarded within 90 days after bid opening, the head of the contracting/assisting agency may request an extension of the 90 day period from the Wage and Hour Administrator. When, due to unavoidable circumstances, a project wage determination expires before award but after bid opening, the head of the contracting/assisting agency may request an extension of the expiration date of the project wage determination in the bid specifications instead of issuing a new wage determination. (For projects assisted under the National Housing Act, and for projects to receive housing assistance payment under section 8 of the U.S. Housing Act of 1937, dates other than bid opening apply. See Regulations 29 CFR, Part 1, section 1.6.)

Extension requests should be supported by a written finding including a brief statement of the factual support, that extension of the expiration date of the determination is necessary and proper in the public interest to prevent injustice or undue hardship or to avoid serious impairment in the conduct of Government business.

The Administrator will either grant or deny the request for an extension after consideration of all the circumstances, including an examination to determine if the previously issued rates remain prevailing. If a request for the extension of a project wage determination is denied, a new wage determination will be issued to replace an expired project wage determination.

## Part II:
## How to Interpret General Wage Determinations

### A. WAGE DETERMINATIONS ARE STRUCTURED ACCORDING TO THE FOLLOWING FORMAT:

Each wage determination begins with a cover sheet that defines its applicability. Included on this sheet are:

- The decision number.
- The number of the decision superseded, if applicable.
- State(s) covered.
- Type of construction (building, heavy, highway, and/or residential).
- County(ies) or city(ies) covered.

- Description of the construction to which the wage determination applies and/or construction excluded from its application.

- Record of modifications, including the initial publication date, modification numbers and dates.

In the body of each wage determination is the **listing of classifications (laborers and mechanics) and accompanying basic hourly wage rates and fringe benefit rates** that have been determined to be prevailing for the specified type(s) of construction in the geographic area(s) covered by the wage determination. Classification listings may also include classification groupings, fringe benefit footnotes, descriptions of the geographic areas to which subclassifications and different wage rates apply, and/or certain classification definitions. (See below for how to know the source of a rate.)

In wage determination modifications, an **asterisk ("*")** is used to indicate that the item marked is changed by that modification.

The wage determination appeals process is explained at the end of the wage determination. The explanation includes a description of the criteria for appeal and where to file the appeal.

The last page of each wage determination ends with **"END OF DECISION"** centered above the last page number for the determination. Users can refer to the page number at the bottom of that page to check back to be sure that they have all the preceding pages of the determination.

## B. HOW TO FIND THE WAGE RATE FOR A PARTICULAR CLASSIFICATION AND UNDERSTAND THE BASIS FOR THE WAGE RATE:

**Review the wage determination in light of the following information:**

1. The body of each wage determination lists the classifications and wage rates that have been found prevailing for the cited type(s) of construction in the area covered by the wage determination.

   The classifications are listed in alphabetical order of **"identifiers"** that indicate whether particular rates are union or non-union rates.

   Many wage determinations contain only non-union wage rates, some contain only union-negotiated wage rates, and others contain both union and non-union wage rates that have been found prevailing in the area for the type of construction covered by the wage determination.

2. Above each classification (or group of classifications) listed, an alphanumeric "identifier" and date provide information about the source of the classification(s) and wage rate(s) listed for it. (SU means the rates listed under that identifier

were derived from **su**rvey data and are not union rates, although the survey data on which they are based may include both union and non-union data.)

a. The identifier is SUAR0037A. **SU** indicates rates that are not **union rates;** AR = Arkansas; 0037A is a sequential number and character used in producing the wage determination. Dates before 1993 that appear with such "SU" identifiers were generated in producing the wage determinations and are not meaningful to users. However, a 1993 or later date will indicate that the classification(s) and wage rate(s) under that identifier were issued in the general wage determination on that date and reflect the results of a survey.

b. Any identifier beginning with characters **other than SU** is used where **union** classification(s) and wage rate(s) have been found prevailing.

- In each such identifier, the first four letters indicate the international union (see listing, below) for the local union that negotiated the wage rates listed under that identifier. Then, there is a four-digit number that indicates the local union number. For example, the identifier is ELEV0101A. ELEV = Elevator Constructors; 0101 = the local union number (district council number where applicable); and "A" = a character used internally in processing the wage determination. The date shown is the effective date of the most current negotiated rate entered into the automated system that generates general wage determinations.

- Special identifiers are necessary for two trades because the same local union number(s) is accompanied by different wage rates in different states. Bricklayers local union numbers are not unique nationwide, but are unique within each State. Similarly, Sprinkler Fitters Local Union No. 669 has negotiated different wage rates in each State within its territorial jurisdiction. Therefore, the identifiers for the Bricklayers unions are in the format "BR + state abbreviation," (referenced below as BRXX), and the identifier "SF + state abbreviation" is used for Sprinkler Fitter Local No. 669's rates.

- It is common for many local unions to negotiate wage rates for more than one classification. Where this is done, all the classifications for which that union's wage rates are determined to be prevailing will appear under the identifier for that union.

- For example, the same union may negotiate wage and fringe benefits for painters and glaziers. In such a case, the wage rate for the glazier, as well as that for the painter will be found under a classifier beginning with "PAIN." Similarly, users may need to look under an identifier

beginning with "CARP" to find not only rates for carpenters, but also those for millwrights, piledrivermen and (marine) divers.

3. Following are the **identifier codes** used to reference the various craft unions. Examples of classifications for which their local unions commonly negotiate wage and fringe benefit rates are shown in parentheses.

ASBE = International Association of Heat and Frost Insulators and Asbestos Workers

BOIL = International Brotherhood of Boiler Makers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers

BRXX = International Union of Bricklayers, and Allied Craftsmen (bricklayers, cement masons, stone masons, tile, marble and terrazzo workers)

CARP = United Brotherhood of Carpenters and Joiners of America (carpenter, millwright, piledrivermen, soft floor layers, divers)

ELEC = International Brotherhood of Electrical Workers (electricians, communication systems installers, and other low voltage specialty workers)

ELEV = International Union of Elevator Constructors

ENGI = International Union of Operating Engineers (operators of various types of power equipment)

IRON = International Association of Bridge, Structural and Ornamental Iron Workers

LABO = Laborers' International Union of North America

PAIN = International Brotherhood of Painters and Allied Trades (painters, drywall finishers, glaziers, soft floor layers)

PLAS = Operative Plasterers' and Cement Masons' International Association of the United States and Canada (cement masons, plasterers)

PLUM = United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (plumbers, pipefitters, steamfitters, sprinkler fitters)

ROOF = United Union of Roofers, Waterproofers and Allied Workers

SHEE = Sheet Metal Workers International Association

SU.... = As discussed above, the "SU..." identifier is for rates derived from **su**rvey data where the union rate(s) were not determined to be prevailing for the classification(s) listed. (The data reported for such a classification and used in computing the prevailing rate may have included both union and non-union wage data.) Note that **various classifications,** for which non-union rates have been determined to be prevailing, may be listed in alphabetical order under this identifier, which the computer places into the wage determination in alphabetical order, as listed here.

TEAM = International Brotherhood of Teamsters

## Part III:
## Questions and Answers on the use of Davis-Bacon Wage Determinations

*Question.* How do I obtain a wage determination for a construction project to be performed at a location not covered by a published determination?

**Answer.** If no general wage determination is listed for a given county and type of construction, the following procedure to obtain a project wage determination should be followed.

The Federal agency funding or financially assisting the construction project requests a wage determination under the Davis-Bacon Act or any of the related prevailing wage statutes by submitting a Standard Form (SF) 308 to the following address:

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Branch of Construction Wage Determinations
200 Constitution Avenue, N.W., Room S-3014
Washington, D.C. 20210

In completing a SF-308, the agency must furnish:

(1) A sufficiently detailed description of the project to indicate the type(s) of construction involved. Separate attachments, if necessary for identification of the type of project, must be furnished.

(2) The county (or other civil subdivision) and State in which the proposed project is located. The time required for processing requests for wage determinations varies according to the facts and circumstances in each case. An agency should anticipate that such processing will take at least 30 days.

*Question.* The wage determination applicable to my project does not contain a class of workers which is needed to complete construction. Can other worker classification(s) and wage rate(s) be approved for use on the project?

**Answer.** **Prior to bid opening,** if the only classification that will perform work on a contract is not listed on a general wage determination for the type of construction in the area, the contracting/assisting agency may submit a SF-308 request for a project wage determination for application to that project. In order to assure special treatment of a request where this circumstance exists, a note explaining the special circumstances should be made in the project description block of the SF-308. (A similar note may be made on a SF-308 request for a project wage determination, where a general wage determination is not applicable, and all of the work on the project will be performed by a particular classification, as a means to assure that a wage rate for that classification will be issued for the project).

Example: An upcoming contract calls for repainting all the residences at a military base, and there is no painter classification in the general wage schedule issued for application to residential construction in the county where the project is located. A SF-308 may be submitted by the agency for application to that contract, and a project wage determination will be issued with a painter classification and wage rate for use prior to bid opening (or the other applicable date where certain assistance programs of the Department of Housing and Urban Development (HUD) are the basis for coverage under the Davis-Bacon and related Acts). If there is no general wage determination issued for that area and type of construction, the same procedure should be followed.

**After contract award,** if the contract wage determination does not contain a class of workers that is needed to complete the construction, a contractor shall submit to the contracting officer a request for the addition of the needed classification(s) of laborers or mechanics not listed in the wage determination, together with proposed wage rates and fringe benefits conformable to the wage determination.

The contracting officer shall require that any class of laborers or mechanics 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. **An additional classification action, even if undisputed, is not valid unless the Department of Labor has approved it. If a dispute exists, the matter must be referred to the Wage and Hour Division for resolution, together with the views of all interested parties and the recommendation of the contracting officer.** Approval of the additional classification and the proposed wage rate and fringe benefits requires that the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by any classification in the wage determination; and

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

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

(4) There is evidence of agreement on the classification and proposed wage rate among the parties involved, or the views of those involved -- the contractor(s), employees (if known) or their representative, and the contracting officer/agency -- are forwarded for consideration to the Wage and Hour Division; and

(5) The request does not involve wage rates for apprentices or trainees.

All conformance notices should be responded to in writing within 30 days of receipt. These responses either approve or deny the request or inform the submitting agency that additional time will be required. Failure to receive a response does not constitute approval. If a response is not received, the Wage and Hour Division should be contacted directly. Every conformance request is analyzed to verify that the criteria for approval are met.

Any interested person requesting reconsideration of a conformance should present their request in writing accompanied by supporting data or other pertinent information to the Wage and Hour Division. The Wage and Hour Division should respond within 30 days or notify the requestor within this time frame that additional time is needed.

If reconsideration of a conformance action has been sought and denied, an appeal for review may be filed with the Administrative Review Board. (See 29 CFR 1.8 and 1.9, and 29 CFR Part 7).

*Question.* How do workers on a construction site know that a project is covered by the Davis-Bacon Act? How do they know the prevailing wage to which they are entitled?

**Answer.** The wage determination (including any additional classifications and wage rates conformed) and a 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. The WH-1321 poster may be obtained at no charge from offices of the Wage and Hour Division. In the absence of such posted information, any person who wants to determine if the project is covered should contact the federal agency funding or assisting the project or the Wage and Hour Division. Multi-year construction contracts that contain option provisions by which a contracting agency may unilaterally extend the term of the contract require inclusion of a current wage determination at the time the option is exercised. (In contrast, in situations where a contractor is given additional time to complete original contract commitments, the wage determination in that contract applies).

*Question:* Once construction has begun, are the workers' wage rates affected when the wage determination for the area in which the project is located is changed?

**Answer.** As a general rule, the wage determination incorporated into a bid solicitation and related contract award establishes the minimum wage rates and fringe benefits which must be paid for the entire term of the contract.

Where the proper wage determination is incorporated into a contract prior to award of the contract, wage determination modifications issued after bid opening are not applicable to the contract -- except in the case of a general wage determination in a contract that has not been awarded within 90 days after the bid opening and an extension of the 90-day limit has not been granted. (Specific requirements involving dates other than bid opening apply for projects assisted under the National Housing Act and for projects that receive housing assistance payments under section 8 of the U.S. Housing Act of 1937).

Upon his or her own initiative or at the request of an agency, the Administrator may correct any wage determination if he or she finds that the determination contains an inadvertent clerical error. For example, a wage determination contains a wage rate where there is a transposition of numbers, such as a fringe benefit of $2.53 appears in the wage determination as $2.35.

Also, the Administrator may issue a wage determination after contract award or after the beginning of construction if:

(a) the contracting/assisting Federal agency has failed to incorporate the applicable wage determination in a contract required to contain prevailing wage rates determined in accordance with the Davis-Bacon Act, or has used a wage determination which by its terms or the provisions of Regulations, 29 CFR Part 1, clearly does not apply to the contract, or

(b) the wrong wage determination has been incorporated in the contract because of an inaccurate description of the project or its location in the agency's SF-308 request.

Under either of these two circumstances, the agency shall either terminate and resolicit the contract with the valid wage determination, or incorporate the valid wage determination retroactive to the beginning of construction through supplemental agreement or through change order, provided that the contractor is compensated for any increases in wages resulting from such change. The method of incorporation of the valid wage determination, and adjustment in contract price, where appropriate, should be in accordance with applicable procurement law.

*Question.* Is it possible for more than one wage schedule to apply to specifications for a particular contract?

**Answer.** Construction projects are generally classified as either Building, Heavy, Highway or Residential for purposes of issuing wage determinations. Wage schedules for one or more of these construction categories may have application to construction items contained in a proposed construction project. Guidelines for the selection of proper wage schedules are set forth in All Agency Memoranda Nos. 130 (March 17, 1978) and 131 (July 14, 1978). Any questions regarding the application of these guidelines to a particular project, or any disputes regarding the application of the wage schedules issued for the various construction categories are to be referred to the Wage and Hour Division, together with relevant information, including a complete description of the project and area practice.

*Question.* As the contracting officer/Federal agency representative, what is my obligation when the wage determination(s) applicable to a construction project contains multiple wage schedules (for different counties and/or types of construction?

**Answer.** It is the responsibility of the contracting officer/Federal agency representative to advise contractors which schedule of prevailing wages shall be applied to the various construction items in the bid specifications. Because of the complexities in the application of multiple schedules, the contracting officer should consult with the Wage and Hour Division to resolve any questions.

*Question.* Can apprentices, trainees, and/or helpers work on a project covered by the Davis-Bacon or related Acts (DBRA), and what wage rates must they be paid?

**Answer.** Individuals who meet the following definition may be employed as **apprentices** on DBRA projects:

(a) A person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau,

or

(b) A person in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been properly certified to be eligible for probationary employment as an apprentice.

**Trainees** employed must be persons registered in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Employment and Training Administration, as meeting its standards for on-the-job training programs and which have been so certified by that Administration.

Information on wage rates paid to apprentices and trainees is not reflected in Davis-Bacon wage determinations. Similarly, their addition through the additional classification procedure (conformance) is neither necessary nor appropriate. On projects funded by the Federal-Aid Highway Act,

apprentices and trainees certified by the Secretary of Transportation are not covered by Davis-Bacon labor standards.

The proper wage rates to be paid to apprentices and trainees are those specified by the particular programs in which they are enrolled, expressed as a percentage of the journeyman rate on the wage determination. In the event employees reported as apprentices or trainees on a covered project have not been properly registered within the meaning of the Regulations and the contract stipulations, or are utilized at the job site in excess of the ratio to journeymen permitted under the approved program, they must be paid the applicable wage rates for laborers and mechanics employed on the project performing in the classification of work they actually performed. This applies regardless of work classifications which may be listed on the submitted payrolls and regardless of their level of skill.

**Helper** classifications may be issued in or added to a wage determination only where the (a) the duties of the helpers are clearly defined and distinct from those of the journeyman classification and from the laborer, (b) the use of such helpers is an established prevailing practice in the area, and (c) the term "helper" is not synonymous with "trainee" in an informal training program.

*Question.* What wage rates must be paid to supervisory employees (foremen, superintendents, etc.) employed on a covered project?

**Answer.** The wage rates for bona fide supervisory employees are not regulated under the Davis-Bacon and related Acts because their duties are primarily administrative or executive in nature rather than those of laborers or mechanics. However, such employees who devote more than 20 percent of their time during a workweek to mechanic or laborer duties are laborers and mechanics for the time so spent, and must be paid at least the appropriate wage rates specified in the wage determination. Employees who are bona fide executive, administrative, or professional employees as defined under the Fair Labor Standards Act at 29 CFR Part 541 are not covered by the Davis-Bacon Act.

*Question.* If it is believed that the rates on a wage determination do not accurately reflect those prevailing in the area, how may the wage determination be appealed?

**Answer.** Any interested person requesting reconsideration of a wage determination or of a ruling regarding application of a wage determination to a specific construction project should present their request in writing accompanied by supporting data or other pertinent information to the Wage and Hour Division. The Wage and Hour Division should respond within 30 days or notify the requestor within this time frame that additional time is needed.

An "interested person" is considered to include, without limitation:

(1) Any contractor, or an association representing a contractor, who is likely to seek or to work under a contract containing a particular wage determination, or any laborer or mechanic, or any labor organization which represents a laborer or mechanic, who is likely to be employed

or to seek employment under a contract containing a particular wage determination, and,

(2) Any Federal, State, or local agency concerned with the administration of a proposed contract or contract containing a particular wage determination issued pursuant to the Davis-Bacon Act or any of its related statutes.

If reconsideration of a wage determination has been sought and denied, an appeal for review of the wage determination or its application may be filed with the Administrative Review Board, U.S. Department of Labor, Room N-1651, 200 Constitution Avenue, N.W., Washington, D.C. 20210. Requests for review of wage determinations must be filed, and any new wage determination resulting from the appeal must be issued, before contract award or start of construction where there is no award (or under the National Housing Act, before the date of initial endorsement, or the beginning of construction, whichever occurs first; or under Section 8 of the U.S. Housing Act of 1937, before the date of the housing assistance payments agreement, or the beginning of construction, whichever occurs first).

The Wage Appeals Board (now the Administrative Review Board) was established by the Secretary of Labor in 1963 to decide, at its discretion, appeals concerning questions of fact and law related to final decisions of the Wage and Hour Division concerning:

- Controversies over the payment of prevailing wage rates, overtime pay, or proper classifications;
- Wage determinations issued under the Davis-Bacon and related Acts;
- Debarment cases arising under 29 CFR Part 5;
- Cases involving the assessment of liquidated damages under the Contract Work Hours and Safety Standards Act;
- Appeal of any other final decision under 29 CFR Parts 1, 3, or 5.

The Administrative Review Board consists of three members, one of whom is designated chairman. The members are appointed by the Secretary of Labor and majority vote of the Administrative Review Board is necessary for a decision, except that a decision to hear any appeal may be made by one member. The Board can act as fully and finally as the Secretary of Labor concerning the matters within its jurisdiction. The rules prescribed in 29 CFR, Part 7, "Practice Before Wage Appeals Board", govern the proceedings of the Board.