




# CITY OF HAGERSTOWN, MARYLAND

## Department of Engineering & Permits

June 24, 2025

TO: Prospective Bidders

FROM: Jim Bender, City Engineer 

RE: Request for Price Proposal  
Decorative Crosswalks for Hagerstown Housing Authority  
**RFP-25-DC-16**

The City of Hagerstown, in partnership with the Hagerstown Housing Authority (HHA), is soliciting price proposals for the above-referenced project in accordance with these documents. HHA is requesting prices for furnishing and installing decorative pavement markings as shown on the attached concept plan. While the City is helping to administer this procurement, the selected contractor will enter into a contract with HHA to perform the work, and will be paid by HHA.

We have been working on the material design with PPG/Ennis-Flint. The purpose of this request is to obtain a quote to furnish and install decorative elements at two (2) street intersections as listed below and shown on the attached plan:

No.	LOCATION	RED BUTTERFLY	BLUE BUTTERFLY	YELLOW FLOWER
1	Frederick Street & Memorial Blvd.	7	8	15
2	Jonathan Street & Church Street	5	4	10

The proposal shall be due on Thursday, July 17 at 11:00 AM, and shall be received in the Office of the City Engineer, City Hall, Room 301, 1 East Franklin Street, Hagerstown, Maryland. Submit the price proposal, sealed, marked with the words: **“Decorative Crosswalks – Hagerstown Housing Authority - RFP-25-DC-16”**, along with company name on the cover of the envelope. The proposal itself should be addressed to the Hagerstown Housing Authority. Electronic proposal submissions will not be accepted.

HHA anticipates approving the purchase very quickly, with the goal of having the installation complete by September 1, 2025. HHA reserves the right to award the contract in whole or in part at their sole discretion. Full payment to the contractor will be made by HHA upon satisfactory completion of the installation.

Proposal requirements and information:

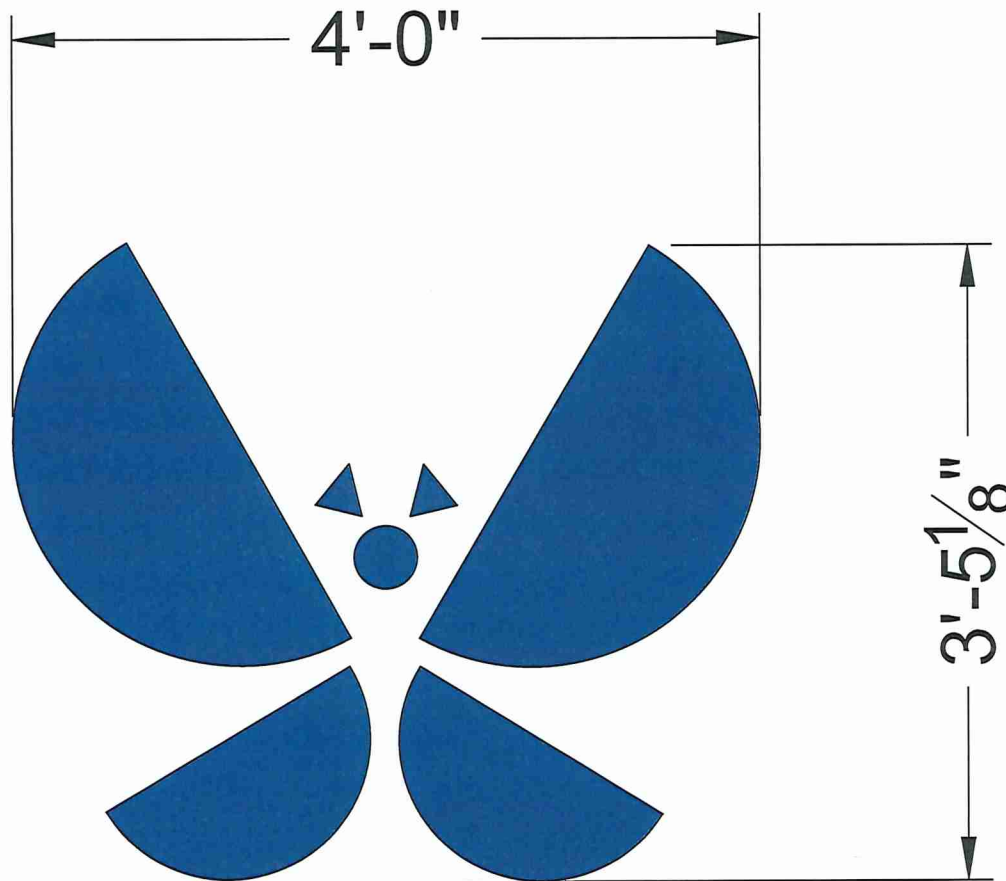
1. Due to the source of the funds that HHA is using for this project, compliance with Davis Bacon wage rates is required. A wage rate determination is attached. This determination will be verified ten (10) days before the proposals are due; if a new wage rate determination has been issued, it will be distributed as an addendum. Certified payrolls for the workers performing the installation are required.
2. Both of the subject intersections were repaved earlier this spring, so the pavement and crosswalk lines are in good condition. The City will coordinate with the selected contractor to have the City street sweepers clean the intersections prior to installation.
3. Proposal shall include the cost of procuring the materials from PPG/Ennis-Flint, all labor and materials required to perform the installation, and any work zone traffic control that is needed to perform the installation. The City may allow temporary street closures to facilitate the installation; these closures, if requested, must be coordinated in advance with the City Engineer.
4. The material shall be installed in accordance with the manufacturer's instructions and requirements, and the selected contractor shall be experienced with similar installations.
5. The selected contractor shall provide proof of required insurance (see attached insurance requirements).
6. This Request for Proposal is being posted on the City's website at: <https://www.hagerstownmd.org/bids.aspx> , and the E-Maryland Marketplace site. Any addenda for the project will be posted on the City's website; prospective bidders are encouraged to check the website regularly for any updates.
7. No pre-bid meeting is planned. Questions relevant to this request shall be addressed to: Jim Bender, P.E., City Engineer, phone: (301) 739-8577, ext. 124 or by email at [jbender@hagerstownmd.org](mailto:jbender@hagerstownmd.org) on or before the close of business on Monday, July 13, 2025.

Thank you for your time and interest in this project.

Attachment:   \* Pattern Design (3 sheets)  
                  \* Crosswalk layouts (2 sheets)  
                  \* Vicinity Map  
                  \* Davis Bacon requirements and wage determination  
                  \* Insurance requirements

c:     Sean Griffith  
       Margi Joe  
       Rachel Paul

BLUE  
PMS 654C



**ENNIS-FLINT.**

4161 Piedmont Parkway  
Suite 370, Greensboro, NC 27410  
phone: (800) 331-8118  
[www.ennisflint.com](http://www.ennisflint.com)

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GREENSBORO, NC, USA.

### PROOF REVIEW

APPROVED..... ☐

APPROVED AS NOTED.... ☐

REJECTED AS NOTED..... ☐

\_\_\_\_\_  
CLIENT SIGNATURE

NO JOB WILL PROCEED WITHOUT A SIGNED PROOF.  
DELAYED PROOF APPROVALS MAY DELAY ORDER  
SHIPMENT.  
CHANGE REQUESTS AFTER PROOF APPROVAL MAY  
RESULT IN SHIPMENT DELAY AND/OR CHANGE FEES.

### REVISION

REVISION #	DATE	DESIGNER
1- CHANGED COLOR	6/23/25	RB
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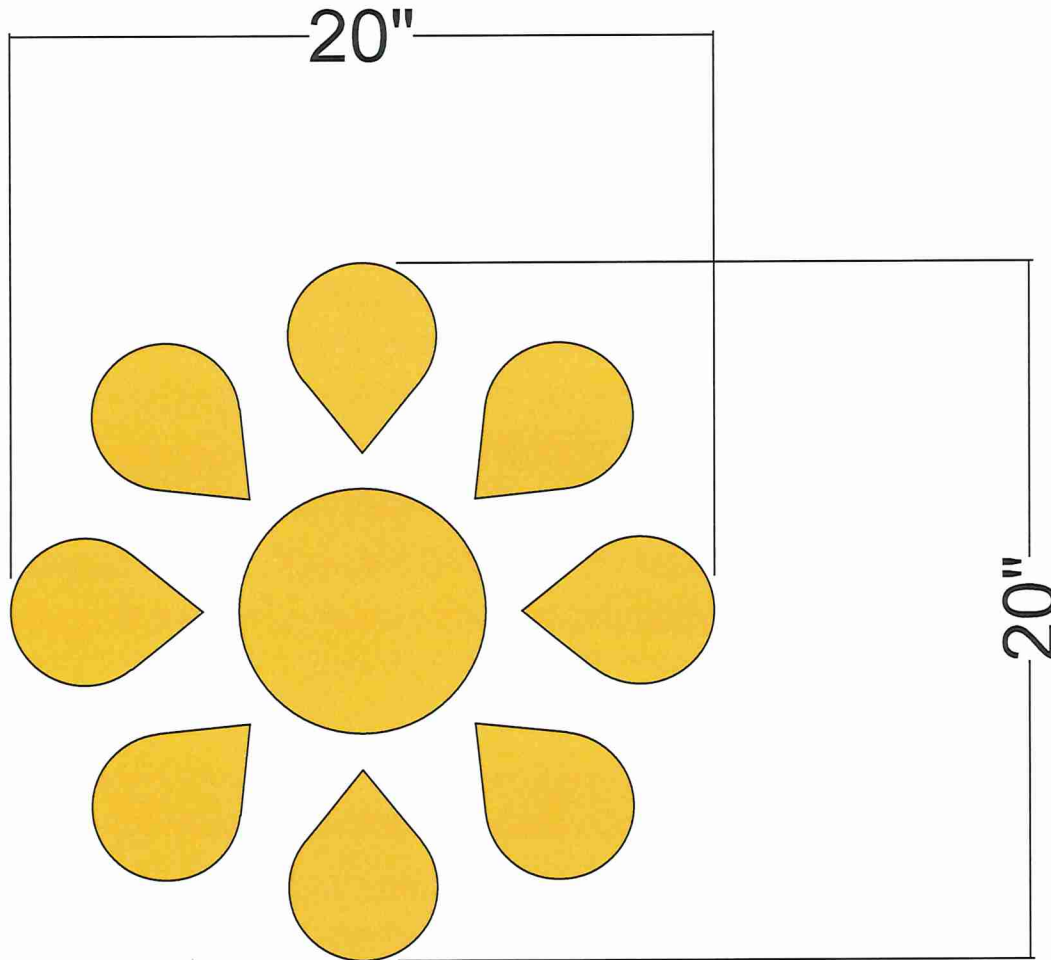
COLORS MAY VARY ON DIFFERENT MONITORS  
AND PRINTERS. PMS COLORS ARE SPECIFIED  
FOR THE CLOSEST COLOR MATCH TO THE  
PREFORMED THERMOPLASTIC MATERIAL.  
COLOR SAMPLES CAN BE PROVIDED UPON  
REQUEST.

DESCRIPTION:

**SKY BLUE BUTTERFLY LOGO**

DESIGN #:	DESIGNER: RB
<b>25-155-2</b>	DATE: 6/23/25

YELLOW  
PMS 7408C



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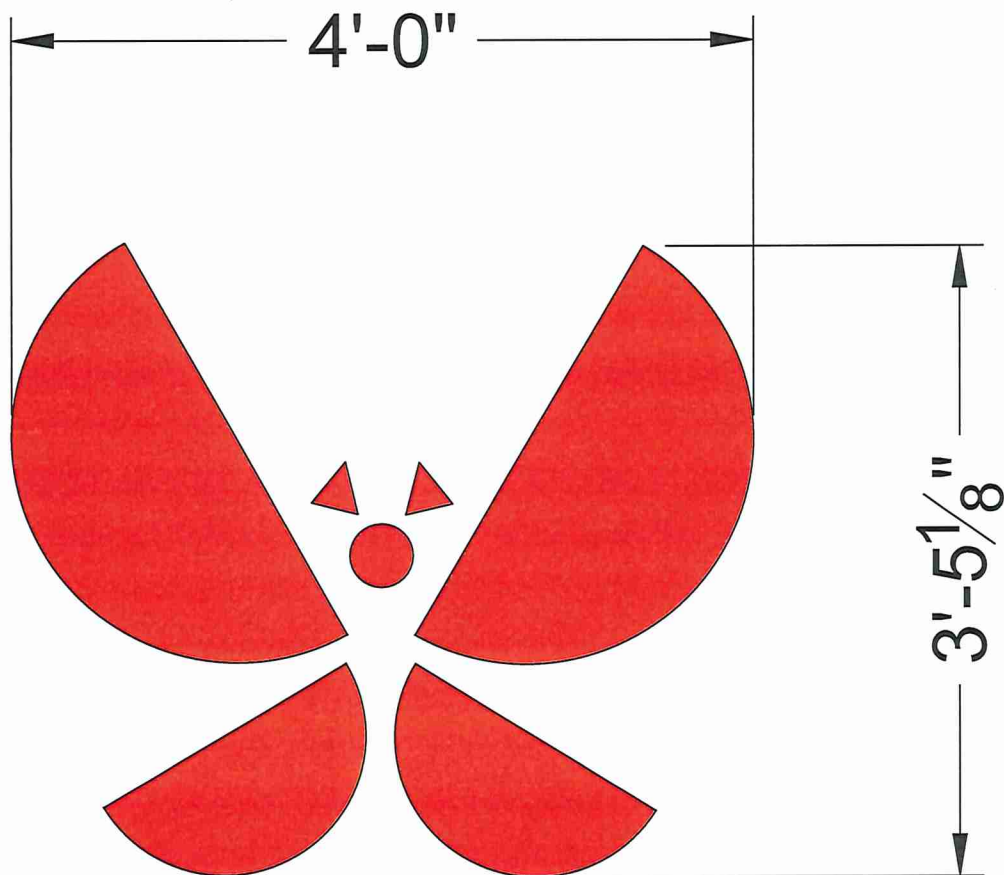
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DESCRIPTION:

**YELLOW FLOWER LOGO**

DESIGN #:	DESIGNER: <b>RB</b>
<b>25-155-3</b>	DATE: <b>6/23/25</b>





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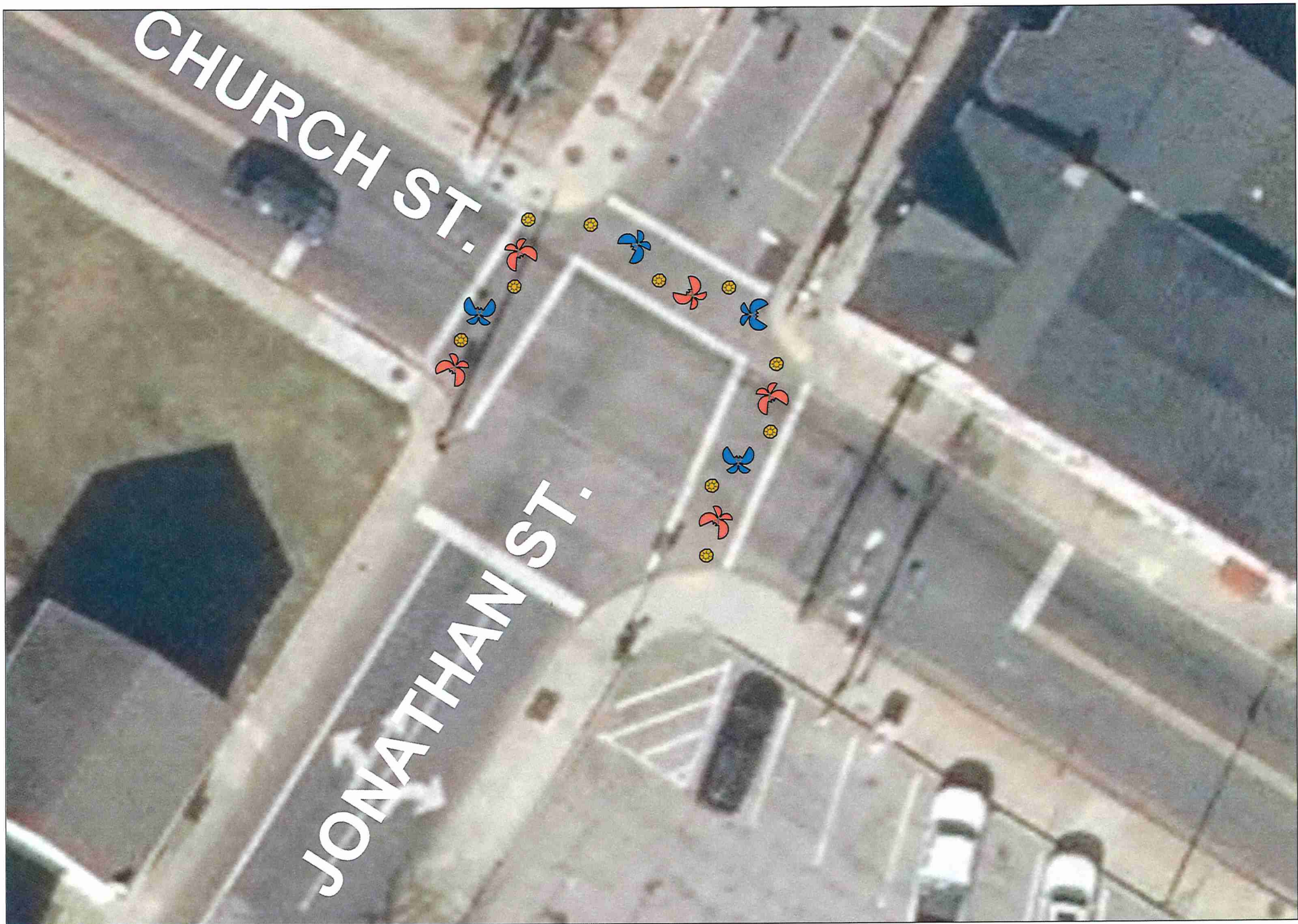
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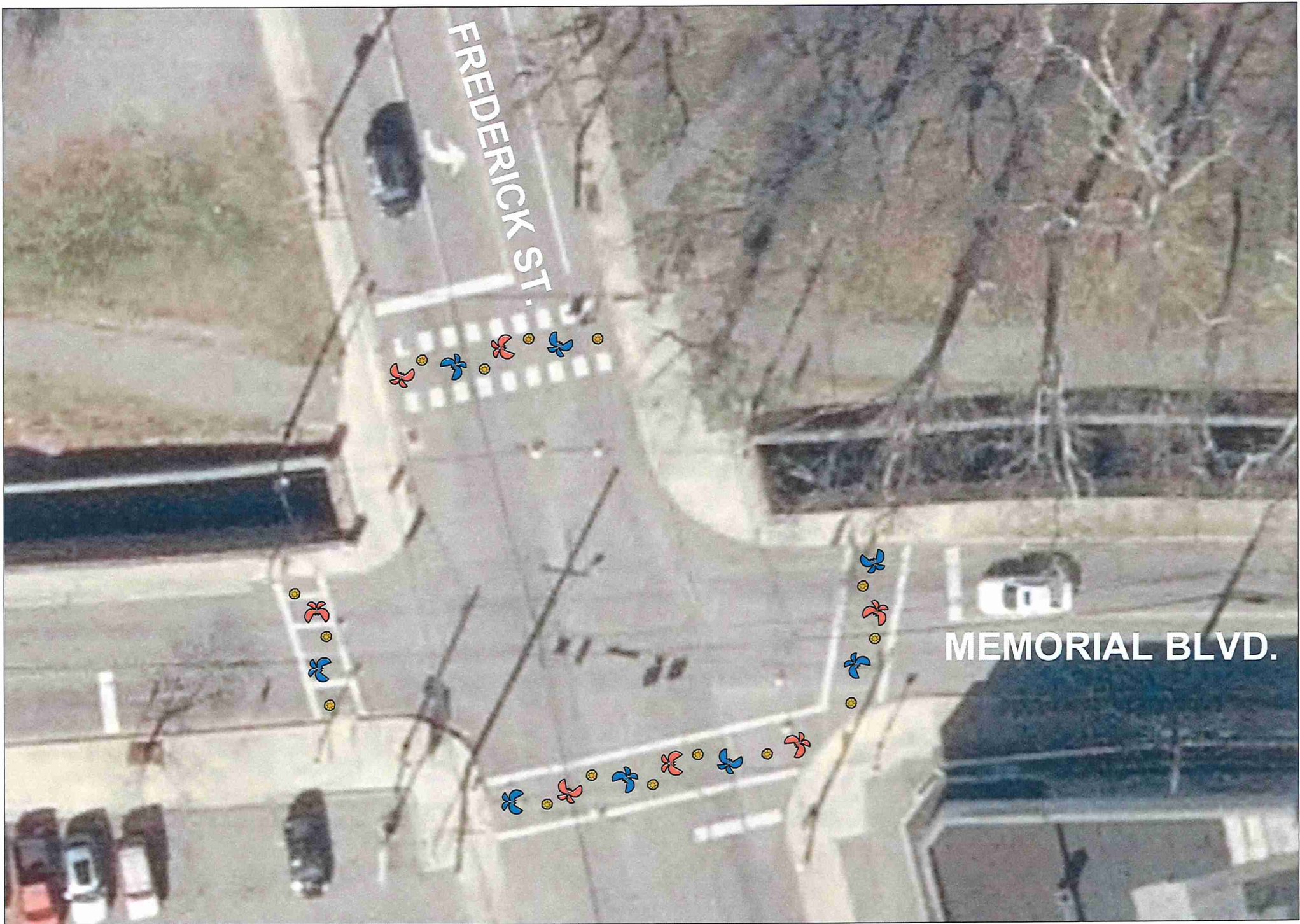
**RED BUTTERFLY LOGO**

DESIGN #:	DESIGNER: <b>RB</b>
<b>25-155-1</b>	DATE: <b>6/19/25</b>



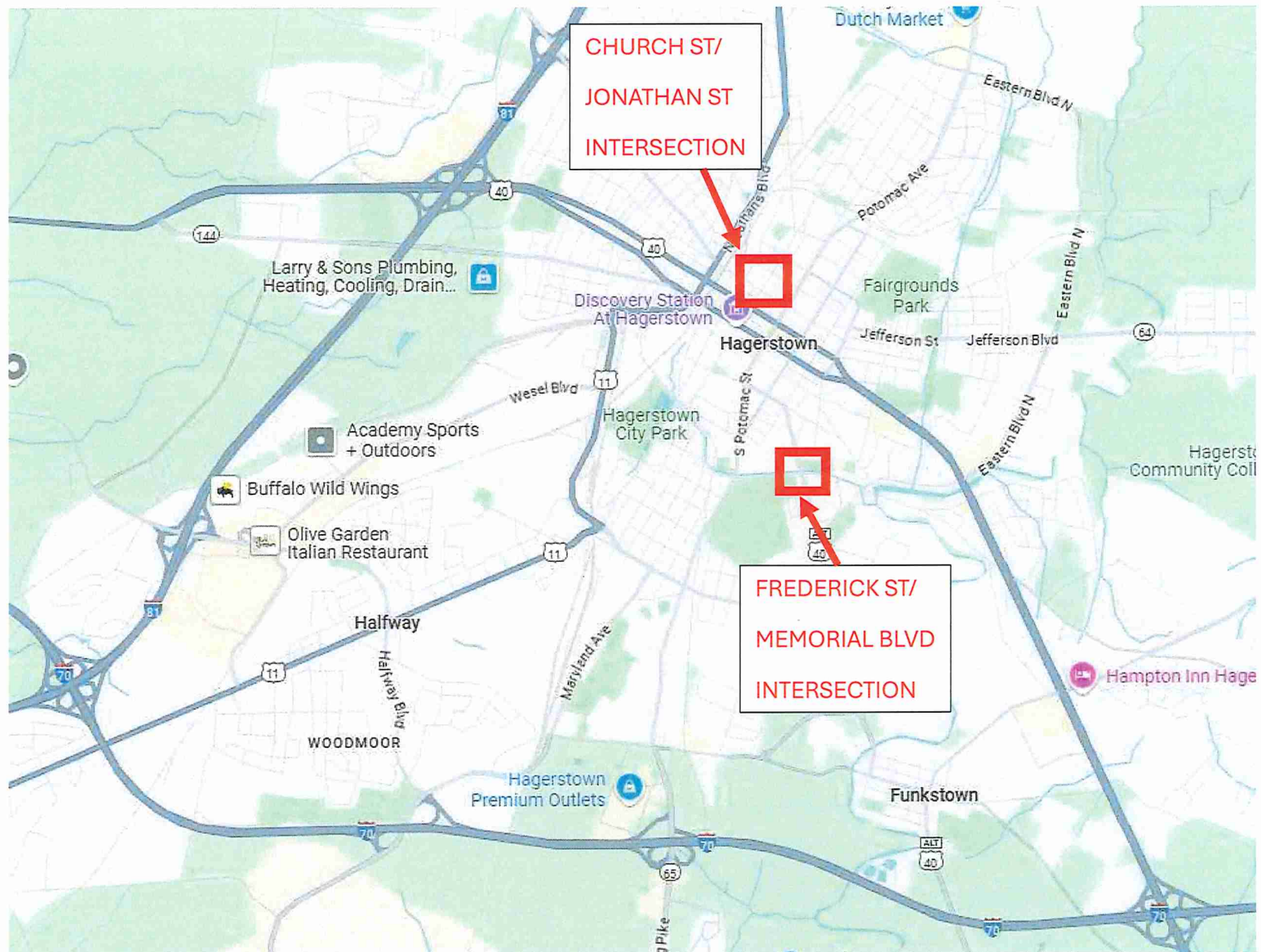
**CHURCH ST./JONATHAN ST. INTERSECTION**





**MEMORIAL BLVD./FREDERICK ST. INTERSECTION**





CITY OF HAGERSTOWN – VICINITY MAP



## **DAVIS-BACON ACT STIPULATIONS**

1. The contractor/subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;
2. The contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and
3. The City may withhold from the contractor so much of accrued payments as the City Engineer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractors or their agents.
4. Discharge of obligation – The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, may be discharged by making payments in cash, by making contributions described in Section 3141(2)(B)(i) of the Davis Bacon Act, Title 40 by assuming an enforceable commitment to bear the costs of a plan or program referred to in Section 3141(2)(B)(ii) of the Davis Bacon Act, Title 40, or by any combination of payment, contribution and assumption, where the aggregate of the payments, contributions and costs is not less than the basic hourly rate of pay plus the amount referred to in Section 3141(2)(B).
5. Overtime Pay – In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under Section 3141(2)(A) of the Davis Bacon Act, Title 40, except that where the amount of payments, contributions or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in Section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under Section 3141(2)(B) but not actually paid.

**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**

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

**(ii) Additional Classifications.**

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)



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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**(3) Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

**(ii) Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
    - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
    - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
  - (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
  - (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **(4) Apprentices and Trainees.**

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.



If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
  - (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

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

## **B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of **\$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

## **C. HEALTH AND SAFETY**

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

- (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his 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: MD20250078 03/14/2025

State: Maryland

Construction Types: Heavy and Highway

County: Washington County in Maryland.

HEAVY (EXCLUDING DREDGING) AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<p>◆ Executive Order 14026 generally applies to the contract.</p> <p>◆ The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</p>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<p>◆ Executive Order 13658 generally applies to the contract.</p> <p>◆ The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              03/14/2025

SAMD2024-022 12/01/2024

Rates

Fringes

CARPENTER.....	\$ 30.25	22.00
CARPENTER-SHORING SCAFFOLD BUILDER.....	\$ 30.25	22.00
CEMENT MASON.....	\$ 30.13	21.35
ELECTRICIAN.....	\$ 41.00	20.68
INSULATION WORKER.....	\$ 40.02	19.92
IRONWORKER, ORNAMENTAL.....	\$ 31.00	24.40
IRONWORKER, REINFORCING.....	\$ 31.00	24.40
IRONWORKER, STRUCTURAL.....	\$ 31.00	24.40
IRONWORKER-FENCE ERECTOR.....	\$ 31.00	24.40
LABORER		
AIR TOOL OPERATOR.....	\$ 23.81	22.70
ASPHALT PAVER.....	\$ 23.81	22.70
ASPHALT RAKER.....	\$ 23.81	22.70
BLASTER - DYNAMITE.....	\$ 23.81	22.70
BURNER.....	\$ 23.81	22.70
COMMON.....	\$ 23.81	22.70
CONCRETE PUDDLER.....	\$ 23.81	22.70
CONCRETE SURFACER.....	\$ 23.81	22.70
CONCRETE TENDER.....	\$ 23.81	22.70
CONCRETE VIBRATOR.....	\$ 23.81	22.70
DENSITY GAUGE.....	\$ 23.81	22.70
FIREPROOFER - MIXER.....	\$ 23.81	22.70
FLAGGER.....	\$ 23.81	22.70
GRADE CHECKER.....	\$ 23.81	22.70
HAND ROLLER.....	\$ 23.81	22.70
HAZARDOUS MATERIAL HANDLER..	\$ 23.81	22.70
JACKHAMMER.....	\$ 23.81	22.70
LANDSCAPING.....	\$ 23.81	22.70
LAYOUT.....	\$ 23.81	22.70
LUTEMAN.....	\$ 23.81	22.70
MASON TENDER.....	\$ 23.81	22.70
MORTAR MIXER.....	\$ 23.81	22.70
PIPELAYER.....	\$ 23.81	22.70
PLASTERER - HANDLER.....	\$ 23.81	22.70
SCAFFOLD BUILDER.....	\$ 23.81	22.70
TAMPER.....	\$ 23.81	22.70
MILLWRIGHT.....	\$ 35.82	20.01
PAINTER		
BRIDGE.....	\$ 44.18	16.08
POWER EQUIPMENT OPERATOR		
BACKHOE.....	\$ 35.47	16.70
BELT PRESS.....	\$ 35.47	16.70
BOOM TRUCK.....	\$ 35.47	16.70
BROOM / SWEEPER.....	\$ 35.47	16.70
BULLDOZER.....	\$ 35.47	16.70
CONCRETE CURB AND GUTTER PAN.....	\$ 35.47	16.70
CONCRETE PUMP.....	\$ 35.47	16.70
CRANE - TOWER.....	\$ 35.47	16.70
CRANE.....	\$ 35.47	16.70
DRILL - RIG.....	\$ 35.47	16.70
EXCAVATOR.....	\$ 35.47	16.70
FORKLIFT.....	\$ 35.47	16.70



GRADALL.....	\$ 35.47	16.70
GRADER.....	\$ 35.47	16.70
HOIST.....	\$ 35.47	16.70
LOADER.....	\$ 35.47	16.70
MECHANIC.....	\$ 35.47	16.70
MILLING MACHINE.....	\$ 26.37	4.42
OILER.....	\$ 35.47	16.70
PAVER.....	\$ 35.47	16.70
ROCK / STUMP TUB GRINDER....	\$ 35.47	16.70
ROLLER - ASPHALT.....	\$ 35.47	16.70
ROLLER - EARTH.....	\$ 35.47	16.70
SCRAPER.....	\$ 35.47	16.70
SCREED.....	\$ 35.47	16.70
SHOULDER MACHINE.....	\$ 35.47	16.70
SKID STEER (Bobcat).....	\$ 35.47	16.70
SKIDDER.....	\$ 35.47	16.70
SPREADER.....	\$ 35.47	16.70
TRANSFER MACHINE OPERATOR...	\$ 35.47	16.70
TRENCHER.....	\$ 35.47	16.70
TRIMMER.....	\$ 35.47	16.70

## TRUCK DRIVER

CONCRETE PUMP.....	\$ 35.47	16.70
DUMP - ARTICULATING.....	\$ 35.47	16.70
DUMP.....	\$ 27.29	9.02
FLATBED.....	\$ 35.47	16.70
LOWBOY.....	\$ 35.47	16.70
TACK/TAR TRUCK.....	\$ 27.00	4.86
TRACTOR TRAILER.....	\$ 35.47	16.70
WATER.....	\$ 35.47	16.70

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>.

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)).

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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 ""SU"", ""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.

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#### 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](mailto: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](mailto: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](mailto: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.

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END OF GENERAL DECISION"

**INSURANCE REQUIREMENTS FOR CONTRACTORS:**

The Contractor shall procure and maintain at his sole expense and until final acceptance of work by the Hagerstown Housing Authority (HHA) and the City of Hagerstown (City), insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have an A.M. Best Company rating of A- or better or its equivalent, and acceptable to HHA and the City.

A.) Workers Compensation:

The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation	-	Statutory
Employers Liability	-	\$100,000 (Each Accident)
	-	\$500,000 (Disease - Policy Limit)
	-	\$100,000 (Disease - Each Employee)

B.) Comprehensive General Liability Insurance:

The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

Occurrence Form.

\$1,000,000 Each Occurrence.

\$1,000,000 General Aggregate.

Such insurance shall protect HHA and the City, its agents, elected and appointed officials, board members and employees against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way out of or in connection with or resulting from the work or service performed on behalf of HHA.

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by HHA and the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have an A.M. Best Company rating of A- or better or its equivalent, and acceptable to the City.

C.) Business Automobile Liability:

The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for bodily Injury or Property damage.

GENERAL CONDITIONS (contd.)

D.) Certificate(s) of Insurance:

The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to HHA prior to the start of the applicable project.

The Hagerstown Housing Authority and the City of Hagerstown shall be named as an additional Insured parties.

Approval of the insurance by HHA and the City shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that HHA and the City do not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

E.) Deductibles or Self Insured Retention:

All responsibility for payment of any sums resulting from any deductible provisions or self-insured retention conditions of the policy or policies shall remain with the Contractor.

F.) General Indemnity:

The Contractor shall indemnify, defend and save harmless HHA and the City of Hagerstown, its appointed or elected officials, board members, employees and agents for any and all suits, actions legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control of its behalf in connection with or incident to its performance of the Contract.