

ORDINANCE NO. _____

AN ORDINANCE to amend and reordain Article D (Contract Formation and Method Of Source Selection), Division 1 (Competitive Sealed Bidding) to add Section 3-3-31.2 (Payment of Prevailing Wage for work performance on construction contracts) and Division 2 (Competitive Negotiations) to amend Section 3-3-63.1 (Service Contract Wages) both of Chapter 3 (Purchases and Contractual Services) of Title 3 (Finance, Taxation and Procurement), of the Code of the City of Alexandria, Virginia, 1981, as amended, to establish Prevailing Wage provisions for public construction contracts.

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. That Article D, Division 1, of the Code of the City of Alexandria, Virginia, 1981, as amended, be, and the same hereby is, amended by adding the text shown in underline as follows:

Section 3-3-31.2. Payment of prevailing wage for work performed on construction **and construction related maintenance** contracts.

(a) Each **public works** contract **that is** for construction **and construction related maintenance** greater than \$250,000 shall require that the bidders, offerors, contractors, and subcontractors pay wages, salaries, benefits, and other remuneration to any mechanic, laborer, or worker employed, retained, or otherwise hired to perform services in connection with the construction **or construction related maintenance** contract at or above the prevailing wage rate.

(1) "Construction" shall have the same meaning set out in Section 3-3-6(7) of Article A (GENERAL PROVISIONS) of Chapter 3 (PURCHASES AND CONTRACTUAL SERVICES) of Title 3 (FINANCE, TAXATION AND PROCUREMENT) of the Code of the City of Alexandria, Virginia, 1981, as amended.

(2) "Construction Related Maintenance means those contracts for skilled trades with already established labor classifications under the Davis-Bacon Act, 40 U.S.C. § 276 et seq, for major system installation repair or replacement such as plumbing, carpentry, painting, HVAC, and electrical.

(~~2~~ 3) "Public works" means the operation, ~~erection~~, construction, ~~alteration, improvement~~, **or** maintenance, ~~or repair~~ of any public facility or immovable property owned, used, or leased **by the City by a state agency or locality**, including transportation infrastructure projects.

(~~3~~ 4) "Prevailing Wage Rate" means the rate, amount, or level of wages, salaries, benefits, and other remuneration prevailing for the corresponding classes of mechanics, laborers, or workers employed for the same work in the same trade

1 or occupation in the locality in which the public facility or immovable property
2 that is the subject of construction is located, as determined by the Commissioner
3 of Labor and Industry on the basis of applicable prevailing wage rate
4 determinations made by the U.S. Secretary of Labor under the provisions of the
5 Davis-Bacon Act, 40 U.S.C. § 276 et seq., as amended.

6 (b) Contractor Responsibilities

7 (1) Upon the award of any contract subject to the provisions of this
8 Section 3-3-31.2, the contractor to whom such contract is awarded shall certify,
9 under oath, to the Purchasing Agent and the Commissioner of Labor and Industry,
10 the pay scale for each craft or trade employed on the project to be used by such
11 contractor and any of the contractor's subcontractors for work to be performed
12 under such contract. This certification shall, for each craft or trade employed on
13 the project, specify the total hourly amount to be paid to employees, including
14 wages and applicable fringe benefits, provide an itemization of the amount paid in
15 wages and each applicable benefit, and list the names and addresses of any third-
16 party fund, plan or program to which benefit payments will be made on behalf of
17 employees.

18 (2) In addition to applying the prevailing wage rates to its own
19 employees pursuant to the terms of its contract with the City, the contractor under
20 each such contract shall include the provisions of this Section 3-3-31.2 in every
21 subcontract so that such provisions will be binding upon each subcontractor. The
22 contractor agrees to assume the obligation that the wage requirements will be
23 observed in fulfilling the requirements of the contract. The appropriate
24 enforcement sanctions may be invoked against the contractor and any such
25 subcontractor in the event of such subcontractor's failure to comply with any of
26 the provisions of this Section 3-3-31.2.

27 (3) A contractor or subcontractor who employs any mechanic, laborer,
28 or worker to perform work contracted to be done under the construction contract
29 at a rate that is less than the prevailing wage rate (i) shall be liable to such
30 individuals for the payment of all wages due plus interest at an annual rate of
31 eight (8) percent accruing from the date the wages were due; and (ii) shall be
32 disqualified from bidding on contracts with any public body until the contractor or
33 subcontractor has made full restitution of the amount described in clause (i) owed
34 to such individuals. A contractor or subcontractor who willfully violates this
35 Section 3-3-31.2 shall be guilty of a Class I misdemeanor.

1 (4) Within ten (10) days of a Notice to Proceed, each contractor and
2 subcontractor must post a clearly legible statement of the general prevailing wage
3 rate for each craft and classification involved, as determined by the Commissioner
4 of Labor and Industry, including the effective date of any changes thereof, in a
5 prominent and easily accessible place at the work site or at any such places as are
6 used by the contractor or subcontractors to pay workers their wages. This posting
7 must be made during the entire time work is being performed. This posting must
8 be made in those languages determined by the Purchasing Agent, in consultation
9 with the American Community Survey, that provide meaningful access to the
10 information in the posting to workers with limited English proficiency. Within
11 ten (10) days of such posting, a contractor or subcontractor shall certify to the
12 Purchasing Agent and the Commissioner of Labor and Industry its compliance
13 with this subsection.

14 (5) Each contractor, and its subcontractor subject to this Section, shall
15 keep, maintain, and preserve (i) records relating to the wages paid to and hours
16 worked by each individual performing the work of any mechanic, laborer, or
17 worker; and (ii) a schedule of the occupation or work classification at which each
18 individual performing the work of any mechanic, laborer, or worker on the
19 construction project is employed each work day and week. The contractor or
20 subcontractor shall make such records available to the Purchasing Agent or the
21 Department of Labor and Industry within ten (10) days of a request, or per a
22 regular schedule established in the construction contract, and shall certify that
23 records reflect the actual hours worked and the amount paid to its workers for
24 whatever time period is requested. The contractor or subcontractor must preserve
25 these records for a period of six (6) years after the expiration or earlier
26 termination of the applicable contract.

27 (6) Contractors and subcontractors shall fully cooperate with any
28 contract compliance requirements specified in the executed contract documents,
29 including but not limited to site visits, staff interviews to validate wage rates, and
30 the submission of payroll records.

31 (c) Any interested party, which shall include a bidder, offeror, contractor, or
32 subcontractor, shall have standing to challenge any bid specification, project agreement, or other
33 public contract for public works that violates the provisions of this section. Any interested party
34 bringing a successful action under this section shall be entitled to recover reasonable attorney
35 fees and costs from the responsible party.

