

ORDINANCE NO. 1095

AN ORDINANCE OF THE CITY OF FRIDLEY, MINNESOTA, ADOPTING THE PREVAILING HOURS OF LABOR AND PREVAILING WAGE RATE ON CERTAIN PROJECTS FOR OR WITH THE CITY

The City Council of the City of Fridley does ordain as follows

Subdivision 1 Legislative Findings The City of Fridley finds it to be in the best interest of its citizens that buildings and public works projects constructed with City funds be constructed and maintained by the best means and highest quality of labor reasonable available, and that persons working under contract on buildings and public works constructed in whole or in part with City funds should be compensated according to the real value of the services they perform which, for purposes of this Ordinance, is defined as the prevailing wage and hours of employment as determined for the City by the Minnesota Department of Labor and Industry, pursuant to Minnesota Statutes, Section 177.42, subd. 6

Subdivision 2 Prevailing Wage and Hours on Certain City-related or funded Projects

- a Wages paid for all work performed by contractors and subcontractors that is financed in whole or in part by funds obtained by bonds issued by the City, including but not limited to Industrial Revenue Bonds, and all projects let after May 1, 1997, financed by General Obligation Tax Increment Bonds shall be paid in accordance with the prevailing wage and hourly rate
- b Wages paid for all work performed by contractors and subcontractors on any project let after May 1, 1997, that is financed in whole or in part by City funds shall be paid in accordance with the prevailing wage and hourly rate
- c Wages paid for all work performed on any project for a Developer in conjunction with the Developer's development of real property in the City if the Developer purchases said real property from the City, or if the City grants or loans money to the Developer for the development of said real property, shall be paid in accordance with the prevailing wage and hourly rate
- d The term "City" shall refer to the City of Fridley and to all related agencies, including, but not limited to all Housing and Redevelopment Authorities and Economic Development Authorities created by the City of Fridley

Subdivision 3 Exceptions This ordinance shall not apply to the following circumstances:

- a Any project financed by City funds or bonds authorized by the City as provided in subdivision 2 that has a value of \$25,000.00 or less or a value equal to or less than the amount required for sealed bids by Minnesota Statutes, Section 471.345, subd. 3.
- b Any housing project or program within the City directed to or marketed for owner occupancy.
- c Any housing project or program directed at rental units containing eight or fewer units.
- d Any residential rehabilitation project regardless of size, entirely paid for with non-City funds.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY THIS 5<sup>TH</sup> DAY OF MAY, 1997.

NANCY J. JORGENSEN - MAYOR

ATTEST

WILLIAM A. CHAMPA - CITY CLERK

First Reading	March 31, 1997
Second Reading	May 5, 1997
Publication	May 15, 1997



RESOLUTION NO. 38 - 1997

A RESOLUTION OF THE CITY OF FRIDLEY, MINNESOTA, FOR THE ADOPTION OF A POLICY AND CONTRACT LANGUAGE IMPLEMENTING THE PROVISIONS OF ORDINANCE NO. 1095, PROVIDING FOR THE PAYMENT OF PREVAILING WAGES ON CERTAIN PROJECTS AND CONTRACTS WITHIN THE CITY

WHEREAS, the City of Fridley, Minnesota, has adopted a certain Ordinance, Number 1095, providing for the payment of the prevailing wage to workers within the City under certain specified conditions and circumstances; and

WHEREAS, the City of Fridley, Minnesota, wishes to provide specific guidance to the public and its own employees, as well as contractors and others doing or wanting to do business with or in the City, as to how it expects the aforesaid Ordinance to be implemented in contracts and work governed by the Ordinance;

NOW, THEREFORE, BE IT RESOLVED, that the City of Fridley adopts as its policy concerning all bids and contracts governed by the aforesaid Ordinance that the following language, either fully or by express reference to the aforesaid Ordinance and this Resolution, shall be included in all such bids and contracts, and that this same language shall operate as the ongoing policy of the City of Fridley with respect to any such bids and contracts:

PAYMENT OF PREVAILING WAGES.

The Contractor agrees that the Contractor's laborers and mechanics and any subcontractor's, of any tier, laborers and mechanics who work on this project and who fall within any job classification established and published by the Minnesota Department of Labor & Industry shall be paid, at a minimum, the prevailing wage rates as certified by said Department.

Each Contractor and subcontractor of any tier performing work on this project shall post on the project the applicable prevailing wage rates and hourly basic rates of pay for the County or area within which the project is being performed, including the effective date of any changes thereof, in a least one conspicuous place for the information of the employees working on the project. The information so posted shall include a breakdown of contributions for health and welfare benefits, vacation benefits, pension benefits and any other economic benefit required to be paid.

1. Definition.

The definition of "laborer" and "mechanic" used in connection prevailing wages shall be that definition contained in 29CFR Part 5.2(m).

2. Submission of Payroll.

- a. Upon request of the City, the contractor and subcontractors, if any, shall submit to the City, weekly for each week in which any contract work is performed, a copy of all payrolls. The payroll submitted shall set out accurately and completely all the information required to be maintained under Section 5.5(a)(3)(I) of regulations, 29 CFR Part 5.



b. Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the contractor or subcontractor or her agent who supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains information of the type required to be maintained under Section 5.5(a)(3) of regulation 29 CFR Part 5, 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.
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalent for the classification of work performed as specified in the applicable wage determination incorporated into the contract.
- (4) The contractor or subcontractor shall make the records required under this paragraph available for inspection, copying or transcription by the City and shall permit the City to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records and make them available, the City may, after written notice to the contractor, take such action as may be necessary to cause the suspension of further payments, advance, or guarantee of funds.

3. Violation: Liability for Unpaid Wages.

In the event of any violation by the contractor or subcontractor relating to the prevailing wage provision in this contract, the contractor shall be liable for the unpaid wages.

4. Withholding of Unpaid Wages.

The City of Fridley may, upon its own action, withhold or cause to be withheld from any monies payable on account of work performed by the contractor or any subcontractor such sums as the City may determine to be necessary to satisfy any liabilities of such contractor or subcontractor for any unpaid wages as required herein.

5. Fringe Benefits.

The Contractor and subcontractor shall pay fringe benefits in the manner and in accordance with the 1964 amendments to the Davis-Bacon Act (Public Law 88-349) and the implementing regulations contained in 29 CFR, Subpart B, 5.20, et seq.

6. Liquidated Damages.

If the Contractor or any subcontractor of any tier does not pay its laborers and mechanics prevailing wages as provided herein, the Contractor shall be liable to and pay to the City, as liquidated



damages, a sum equal to five percent (5%) of the contract amount. The City may deduct any money due or coming due to the Contractor such sums as the City may determine to be necessary to satisfy any liability of the Contractor to pay liquidated damages as provided herein. Any monies collected or deducted are not to be construed as penalty but as liquidated damages to compensate the County for the Contractor's and/or subcontractor's failure to pay prevailing wages. The rights and remedies provided for in these specifications shall be in addition to and not a limitation of any rights or remedies otherwise available at law. In any lawsuit involving assessment or recovery of liquidated damages, the reasonableness of the charges therefore shall be presumed, and the amount assessed shall be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute or under the contract.

7. Termination of Contract.

A violation of any of the above-stated provisions in a contract governed by the Ordinance shall constitute a substantial breach of that contract and shall constitute grounds for termination.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY THIS 5TH DAY OF MAY, 1997.

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NANCY J. JORGENSEN - MAYOR

ATTEST:

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WILLIAM A. CHAMPA - CITY CLERK