U.S. Department of Labor

Office of Administrative Law Judges
5100 Village Walk, Suite 200
Covington, LA 70433

(985) 809-5173
(985) 893-7351 (Fax)

Issue Date: 21 April 2015

CASE NO.: 2014-DBA-00005

In the Matter of

Holt and Holt, Inc.
Respondent

Before: Larry W. Price
Administrative Law Judge

DECISION AND ORDER

This matter arises under the Davis-Bacon Act ("DBA"), as amended, 40 U.S.C. §276a, *et seq.*, and the Contract Work Hours and Safety Standards Act ("CWHSSA"), as amended, 40 U.S.C. §327-332, and the applicable regulations issued thereunder at 29 C.F.R. Parts 5 and 6. The DBA is designed to give local laborers and contractors a fair opportunity to participate in federal building programs, to protect employees of government contractors from substandard wages, and to promote the hiring of local labor rather than cheap labor from distant sources. *United States v. Binghamton Const. Co.,* 347 U.S. 171, *reh'g. denied,* 347 U.S. 940 (1954). Similarly, the Contract Work Hours and Safety Standards Act ("CWHSSA"), known as one of the "Related Acts," ensures that laborers are properly compensated for any overtime work done under federal service contracts.

The case at issue involves a multimillion dollar federal contract for work performed during construction at the Pell City, Alabama Veterans Administration Nursing Home. The Regional Administrator of the Atlanta Wage and Hour Division ("Administrator")' of the U.S. Department of Labor ("DOL") filed an Order of Reference on January 9, 2014, asserting failure to pay prevailing wages and fringe benefits, failure to pay for all hours worked, failure to pay overtime under the CWHSSA, and payroll record keeping violations. The grand total of the violations for 72 employees was $161,265.88. Respondent, Holt and Holt, Inc., has paid the total back wages due in the amount of $161,265.88. Withholding is therefore not an issue and the only issue is debarment. (JX 2 p 3).

A hearing was held on December 8 to 10, 2014, in Birmingham, Alabama. The following exhibits were admitted into evidence: Joint exhibits (JX) 1 through 3, Petitioner's exhibits (PX) 1 through 10, and Respondent's exhibits (RX) 1 through 13.

For the reasons discussed below, I find that Respondent violated both the DBA and CWHSSA, and that debarment is warranted under both statutes for a period of three years.

STIPULATIONS

a. Doster Construction ("Doster") was the Prime Contractor at the Pell City Nursing Home and Holt and Holt, Inc. was under subcontract to Doster.

b. Torres Drywall Inc. was under subcontract to Holt and Holt, Inc. at the Pell City Nursing Home.

c. Vadessa Interiors was under subcontract to Holt and Holt, Inc. at the Pell City Nursing Home.

d. Holt and Holt, Inc. through its jobsite foreman Robert Toole, supervised its subcontractor's foremen or leadmen during the installation of drywall, doing framing, and installing sheetrock at the Nursing Home under construction.

e. Holt and Holt, Inc. through its contract with Doster, was to perform the drywall, framing and sheetrock work at the Pell City Nursing Home, including the furnishing of materials and labor necessary to complete said work.

f. The original contract amount, without change orders, that Holt and Holt, Inc. was to be paid was $2,951,850.00 for its work on the Pell City Nursing Home project.

g. Holt and Holt, Inc. was required to pay Davis-Bacon prevailing rates, overtime compensation under the Contract Work Hours and Safety Standards Act ("CWHSSA") and fringe benefits to its covered employees under its contract with Doster because the federal government was a party to the contract between Doster and the U.S. Department of Veterans Affairs, and the Holt and Holt subcontract with Doster was for more than $2,000.00.

h. The Davis-Bacon Act prevailing wage provisions also apply to Related Acts under which federal agencies assist construction projects through grants, loans, loan guarantees and insurance.

i. Wage Decision No. AL 20100062, issued October 29, 2010, applied to the contracts and subcontracts issued under government contract No. FA1 0 1-007.

j. Pursuant to Wage Determination AL 20100062, carpenters were required to be paid $13.82 per hour as a prevailing wage rate and $.72 per hour in fringe benefits, for a total of $14.54 per hour.

k. Holt and Holt paid $161,265.88 to the U.S. Department of Labor to distribute to 72 individuals.

1. The prime contract between Doster and the Veteran's Administration incorporated Wage Decision No. AL 20100062.

m. Wage Decision No. AL 20100062 was incorporated by reference into the

subcontract agreement between Doster and Holt and Holt, Inc.

n. Under the prime contract, Doster was required to comply with all applicable laws, including the Davis-Bacon Act.

o. Under Doster's subcontract with Holt and Holt, Inc., Holt and Holt, Inc. was required to comply with all applicable laws, including the Davis-Bacon Act.

p. Under the Davis-Bacon Act, all laborers and mechanics have to be paid the prevailing rate and fringe benefits, as well as the applicable overtime compensation due under CWHSSA, as required by the applicable Wage Determination.

q. The prevailing rate, fringe benefits and overtime compensation requirements of the Davis-Bacon Act and CWHSSA were incorporated into and made a part of the prime contract with Doster and were incorporated into and made a part of Doster's contract with Holt and Holt, Inc.

EVIDENCE PRESENTED

Nine Employee Witnesses and Seventeen Witness Statements

All nine employee witnesses credibly testified that they worked under the supervision of Robert Toole, for Holt and Holt, Inc., at a project located in Pell City, Alabama at various times between the period from March 2011 through May 2012. The employee testimony and statements in evidence were consistent as to the crews they worked with, the hours and days they worked, their weekly schedules, daily start times and stop times and the range of hours they worked each week.

The employee witnesses testified and the statements admitted into evidence confirmed that Robert Toole was their boss at Pell City and that they worked for Holt and Holt. Robert Toole was the foreman at the worksite and was the person in charge at Pell City on behalf of Holt and Holt. At the time they were hired, Jose Luis Arellano brought the prospective employees to meet with Toole. Arellano acted as an interpreter for Toole. Toole supervised and directed the employees and, where necessary, reprimanded them if they made mistakes. As part of his supervisory duties Toole set the work schedules of employees (days of the week, hours per day, start and stop times) when he hired them to work for Holt and Holt at the Pell City project. Except for common hand tools, all tools were provided by Toole from a container marked "Holt and Holt."

The employee witnesses and employee statements admitted into evidence indicate that employees worked six days per week, from Monday through Saturday, sometimes on Sunday, from 7:00 a.m. to 5:30 p.m. Monday through Thursday and from 7:00 a.m. to 3:30 p.m. on Friday and Saturday. They worked between 48 and 60 hours per week, sometimes more, and were paid less than $14.54 per hour. They never received fringe benefits, never received time and one half for hours over 40 in a workweek and sometimes were not paid for all hours worked. When the employees complained to Robert Toole (the only Holt and Holt supervisor on site) they were told they would be compensated for it later, but that never happened.

As instructed by Toole, the employees signed the safety meeting attendance sheets as being employees of Holt & Holt.

Ethel McGowan

McGowan is the Wage and Hour Investigator that led the investigation of Holt and Holt, Inc. at the Pell City Project which covered the period from March 2011 through May 2012**.** She testified that during the course of her investigation she contacted Holt and Holt and Doster Construction, requested all records, contracts and certified payrolls and interviewed employees and anyone else relevant to the investigation.

McGowan testified that the Wage Determination required that Holt and Holt pay $13.82 (the prevailing wage for carpenters) plus $.72 (fringe benefits) to carpenters working on the contract. (PX 3; Tr.258). She noted that once she started interviewing employees it was evident that Holt and Holt was their employer (PX 9), that Robert Toole was the foreman in charge onsite on behalf of Holt and Holt and that he worked only for Holt and Holt. (Tr. 262). McGowan also testified that Karen Musser was the payroll clerk for Holt and Holt and signed certified payrolls on Holt and Holt's behalf (PX 6). McGowan stated that, although the Holt and Holt certified payroll showed Robert Toole as its only employee, she determined that many other employees worked for Holt and Holt under the supervision of Robert Toole. (Tr. 264). She also noted that although the certified payroll listed Robert Toole as a carpenter, her investigation revealed that he never did carpentry work, but only supervised the carpenters, and was misclassified as a carpenter on the payroll. (Tr. 264).

Michael Holt was at the jobsite three or four times, for three or four hours each time during the course of the Wage and Hour investigation (Tr. 444) and observed very little of what the employees did. (Tr. 445). Mr. Holt indicated that Robert Toole was a "working foreman" (Tr. 446), and that "the position he was in, he had to be supervising a lot because the job required supervision and after the first few months he went from working foreman to strictly a supervisor (Tr. 447) where the main part of his job was supervising employees. (Tr. 448). Robert Toole continuously walked around the jobsite and observed the employee crews at work. (Tr. 449).

McGowan also found several other contradictions. Although Robert Toole's signed statement indicated that he worked for Holt and Holt as a foreman (PX 9, pp. 27 and 28), he is not only shown on the Holt and Holt certified payroll records as a carpenter (PX 6) but also as a laborer working for Vadesa Interiors. (PX 8, Tr. 274).

McGowan further testified that, although Miguel Molina was listed as working for Torres Drywall on its certified payroll, her investigation revealed that he worked for Holt and Holt, worked far more than 40 hours per week, did not receive $14.54 per hour, received no fringe benefits and was not paid time and one half for the hours he worked over 40 per week. McGowan made the same findings as to employee Jose Luis Arellano. She determined that he was not a Torres Drywall employee, that he worked for Holt and Holt as a carpenter and translator, that he worked far more than 40 hours per week and that he did not receive $14.54 per

hour. (PX 7; Tr. 265 - 269).

McGowan also testified that, although Jose Pacheco was listed as a Torres Drywall employee working only 40 hours per week and paid $14.54 per hour, her investigation revealed that he was a Holt and Holt employee, worked more than 40 hours every week, was not paid $14.54 per hour, received no fringe benefits and was not paid time and one half for weekly hours worked over 40. (PX 7; Tr. 270, 271). Jose Pacheco's testimony at trial was consistent with McGowan's findings, including that he worked for Robert Toole and Holt and Holt and was not paid at all for certain hours of work. (Tr. 50 - 60, 65 – 67).

McGowan found that although Jose Luis Arellano was listed as a Torres Drywall employee on the certified payrolls of Torres (PX 7), he clearly worked for Holt and Holt and recruited, translated and worked for Robert Toole. (Tr.277). She also determined that employees of Holt and Holt regularly worked over 40 hours per week and were never paid time and one half for overtime work. (Tr. 278, 280). She found that record keeping violations existed because Holt and Holt certified payrolls were falsified when they did not list these employees as working.

I find McGowan's investigation and testimony are consistent with the credible testimony and statements provided by the employees.

The previous year, Holt and Holt was involved in a Wage and Hour investigation conducted on CM General Contractors, a lower tier subcontractor to prime contractor Holt and Holt. The previous investigation revealed record keeping and overtime violations by CM General on a government contract job. Holt and Holt was represented at the Final Conference by Controller Elizabeth Kellog. Kellog assured future compliance with the Davis-Bacon Act and with the Davis-Bacon and Related Acts for both Holt and Holt and for any lower tier contractor that worked under Holt and Holt. (Tr. 281, 281).

Based on these assurances McGowan closed the CM General case. However, after finding a myriad of violations in the instant matter, McGowan recommended debarment of Holt and Holt because the violations at Pell City were willful and aggravated as evidenced by the falsified certified payroll records, the lack of good faith by Holt and Holt in meeting its assurances of future compliance, and the widespread failure to pay the proper prevailing wage rate at Pell City, the failure to pay any fringe benefits or overtime at time and one half, and in some instances the failure to pay at all for certain hours of work. (Tr. 335). She also found that many employees were not included on the Holt and Holt certified payrolls that should have been included and that there were no daily time records kept by Holt and Holt to ensure accuracy. (Tr. 282 — 284).

McGowan also noted that the subcontracts with Torres and Vadesa did not contain any Davis-Bacon stipulations, Wage Determination or certified payroll records, the project name was described as "Various", there was no specified work, no number of days for completion, no description of the scope of work or payment details, and that Torres and Vadesa were not true subcontractors because all they did was supply employees to work for Holt and Holt under Robert Toole's supervision and control.(Tr. 315, 316, 324, 337, 353, 354, 355).

McGowan further testified that Holt and Holt never advised the subcontractors of the labor standards requirements, never provided the Davis-Bacon stipulations to Torres or Vadesa and did not pass down the Wage Determination to them as an upper tier contractor is required to do. McGowan also pointed out that Ernesto Tones did not prepare the certified payrolls for Torres Drywall but that they were prepared by Holt and Holt and signed by him. She pointed out that even if the employees were employees of Torres and Vadesa, Holt and Holt, as the upper tier contractor, was also responsible for the violations and subject to debarment. Furthermore, Holt and Holt was subject to debarment because of their history as an upper tier contractor on the CM General violations and because the same exact type of violations reoccured at Pell City (Tr. 295-299).

Terese Truett

Truett testified that she assisted McGowan in conducting the Holt and Holt investigation at Pell City. She visited the worksite and interviewed the Hispanic employees.

John Bates

As the Director of Enforcement at Wage and Hour, Bates authorized the debarment of Holt and Holt because their violations were recurring, in consecutive years, were repeated over a period of years, and were the same type of violations that were uncovered in the CM General investigation. Bates testified that falsification of certified payroll records, such as showing only 40 hours worked when employees worked 50 - 60 hours, or showing employees being paid the proper prevailing wage rate and fringe benefits, when neither was true, or omitting names from the certified payrolls, or showing employees working in classifications they did not work in, for employers they were not employed by, were clear bases for debarment. Also, other grounds for the debarment of Holt and Holt included failure to pass down DBRA stipulations to lower tier subcontractors, failure to include the Wage Determination in the subcontract, failure to pay employees for certain hours, days and entire weeks of work and failure to pay time and one half for all weekly hours worked over 40 in a workweek. Bates further testified that the reason he approved debarment of Holt and Holt included the severity of the violations, which encompassed a large number of employees due back wages and the large amount of money due to them.

Michael Holt

Holt has been the owner of Holt and Holt for 33 years. For the past 25 years he has had approximately 10 to 15 government contracts. But, he was never aware that a contractor could be responsible for a subcontractor's violations. He was aware of the CM investigation but to his knowledge Holt and Holt did not have to pay anything nor were they required to make a written commitment.

Robert Toole was Holt and Holt's sole employee assigned to work day to day at the Pell City project. Toole did not have the authority to hire anyone and could release a subcontractor's employee from the project in the case of a serious safety infraction.

Torres Drywall and Vadessa Interiors were subcontractors of Holt and Holt on the Pell City project.

The form of subcontract that Holt began using immediately after the Wage and Hour investigation meets Wage and Hour's expectation about what a DBA/DBRA subcontract should contain.

Holt and Holt promptly agreed to pay the back wages deemed due by Wage and Hour and in fact alerted Wage and Hour to an error that increased the amount that Holt and Holt paid.

PX 1

The Doster contract to build the Veterans Affairs nursing home facility. Exhibit B indicates the wage rate for carpenter to be $13.82 with fringe benefits of $0.72.

PX 2

The subcontract between Doster and Holt and Holt for $2,951,850.00. Exhibit B indicates the wage rate for carpenter to be $13.82 with fringe benefits of $0.72.

PX 3

Exhibit B. Indicates the wage rate for carpenter to be $13.82 with fringe benefits of $0.72.

PX 4

Subcontract between Holt and Holt and Torres Drywall. No scope of work, contract price, contract number or project name is provided. The subcontract did not contain any Davis-Bacon stipulations, Wage Determination or certified payroll records, the project name was described as "Various", there was no specified work, no number of days for completion, no description of the scope of work or payment details.

PX 5

Subcontract between Holt and Holt and Vadesa Interiors. No scope of work, contract price, contract number or project name is provided. The subcontract did not contain any Davis-Bacon stipulations, Wage Determination or certified payroll records, the project name was described as "Various", there was no specified work, no number of days for completion, no description of the scope of work or payment details.

PX 6

Payroll records indicating Robert Toole worked as a carpenter for Holt and Holt on the Pell City project.

PX 7

Payroll records indicating Torres Drywall paid all the listed employees as carpenters at $14.54 per hour for 40 hours on the Pell City project.

PX 8

Payroll records indicating Vadesa Interiors paid all the employees listed as carpenters at $14.54 per hour for 40 hours or less on the Pell City project.

PX 9

Statements of seventeen employees indicating that they worked six days per week, from Monday through Saturday, sometimes on Sunday, from 7:00 a.m. to 5:30 p.m. Monday through Thursday and from 7:00 a.m. to 3:30 p.m. on Friday and Saturday. They worked between 48 and 60 hours per week, sometimes more, and were paid less than $14.54 per hour. They never received fringe benefits, never received time and one half for hours over 40 in a workweek and sometimes were not paid for all hours worked.

PX 10

Weekly safety meeting attendance log.

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RX1

Letter from Wage and Hour to Holt and Holt indicating Holt and Holt had agreed to comply fully with all provisions of the DBRA, CWHSSA and FLSA and to pay back wages of $161,265.88.

RX2

Letter from Holt and Holt detailing efforts to obtain records from subcontractors and efforts to effect a settlement of the matter.

RX3

Letter from Doster to Holt and Holt concerning Wage and Hour investigation.

RX4

W-9 filed by Torres Drywall.

RX5

Certificate of Liability Insurance for Torres Drywall.

RX6

Interim waiver and release of Torres Drywall.

RX7, 8

Emails and meeting notes concerning Wage and Hour Conference.

RX9

E-Verify document filed by Torres Drywall

RX10

Transmittal of executed subcontract from Doster.

RX11

Subcontract that is now used by Holt and Holt. Contains required DBA language.

RX12

Letter from Holt and Holt to Torres Drywall concerning Torres Drywall's obligation to indemnify Holt and Holt.

RX13

1099-Misc filed by Holt and Holt showing payments made to Torres Drywall in 2011 ($833,399.59) and 2012 ($310,595.13).

JX1

Stipulations.

JX2

Petitioner's Pre-hearing Statement.

JX3

Respondent's Answer.

DISCUSSION

Credibility

I have considered and evaluated the rationality and internal consistencies of the testimony of the witnesses, including the manner in which the testimony supports or detracts from the other record evidence. In so doing, I have taken into account all relevant, probative and available evidence, while analyzing and assessing its cumulative impact on the record. *See Indiana Metal Products v. National Labor Relations Board*, 442 F.2d. 46, 52 (7th Cir. 1971). An administrative law judge is not bound to believe or disbelieve the entirety of a witness's testimony but may choose to believe only certain portions of the testimony. *Mijangos v. Avondale Shipyards, Inc.*, 948 F.2d 941 (5th Cir. 1991).

Moreover, in arriving at a decision, it is well-settled that the finder of fact is entitled to determine the credibility of witnesses, weigh the evidence, and draw his own inferences therefrom. *Duhagon v. Metropolitan Stevedore Company*, 31 BRBS 98, 101 (1997); *Avondale Shipyards, Inc. v. Kennel*, 914 F.2d 88, 91 (5th Cir. 1988); *Atlantic Marine, Inc. and Hartford Accident & Indemnity Co. v. Bruce*, 551 F.2d 898, 900 (5th Cir. 1981); *Banks v. Chicago Grain Trimmers Association, Inc.*, 390 U.S. 459, 467, *reh'g denied*, 391 U.S. 929 (1968).

I found the employee witnesses to be very credible. To the extent Michael Holt's testimony differs from the employee witnesses, I find the employees' testimony carries far greater weight.

Debarment

Violations of the DBA do not *per se* constitute a disregard of an employer's obligations within the meaning of Section 5.12(a) so as to result in automatic debarment, *Miller Insulation Co.,* WAB Case No. 9 1-38 (WAB, Dec. 30, 1992). To support a debarment order, the evidence must establish a level of culpability such as "aggravated or willful" and beyond mere negligence or inadvertent behavior. 29 C.F.R. § *5.12(a)(1); A. Vento Construction,* WAB Case No. 87-SI (WAB, Oct. 17, 1990). For example, allowing violations to persist can constitute evidence of intent to evade or a purposeful lack of attention to a statutory responsibility in support of debarment. *P&NJnc./Thermodyn Mechanical Contractors, Inc.,* ARB Case No. 96-116 (ARB, Oct. 25, 1996). The individuals responsible for managing the employing entity's affairs are also subject to debarment when the violation is aggravated or willful, 29 C.F,R. § 5.12(a)(2), and "a company official [may not] avoid debarment under either the Davis-Bacon Act or the Related Acts by claiming that the labor standards violations were committed by agents or employees of the firm." *In re Howell Construction, Inc.,* Case No. 93-12, 1994 WE 269361, at *7 (WAB May 31, 1994). Debarment has consistently been found to be a remedial rather than punitive measure so as to encourage compliance and discourage employers from adopting business practices designed to maximize profits by underpaying employees in violation of the Act. *See United States v. Bizzell,* 921 F. 2d 263, 267 (10th Cir. 1990); *S.A. Healy Co. ~ Occupational Safety and Health Review Comm 'n,* 96 F.3d 905, 911(7th Cir. 1996); *Minor Construction Co.,* I 995-DBA-00042 (AU, June 17, 1997).

In *A. Vento Construction,* the Wage Appeals Board explained that "[actions typically found to be 'aggravated or willful' seem to meet the literal definition of those terms: intentional, deliberate, knowing violations of the Act." No. 87-51 (WAB, Oct. 17, 1990). Furthermore, in *Hugo Reforestation, Inc.,* ARB Case No. 99-003, the Administrative Review Board adopted the Supreme Court's standard for establishing willful conduct under the Fair Labor Standards Act in *McLaughlin v. Richland Shoe Co.,* 486 U.S. 128, 133 (1988), which requires establishing that the "employer knew or showed reckless disregard for the matter of whether its conduct was prohibited by statute." Some courts have held that it is sufficient to show gross negligence or gross carelessness, *Thomas & Sons,* Case No. 1996-DBA-37 (ARB Aug. 27, 2001).

For a contractor debarred under the DBA, that company's name is put on a list that the Administrator transmits to the Comptroller General for distribution to all federal agencies of parties and people who are ineligible to be awarded "any contract or subcontract of the United States." 29 C.F.R. § 5.1 2(a)(2). The debarment lasts for a period of three years from date of publication of the ineligible list. 29 C.F.R. § 5.12(d)(l). Under the DOL's regulations and Board precedent, a contractor debarred under the Davis-Bacon Related Acts (including the CWHSSA) is placed on the ineligibility list for a period "not to exceed" three years, 29 C.F.R. § 5.12(a)(l), from which the contractor may petition to be removed after six months. 29 C.F.R. § 5.12(c).

I find the evidence establishes a level of culpability that is "aggravated or willful" and beyond mere negligence or inadvertent behavior. Michael Holt testified that he was never aware that a contractor could be responsible for a subcontractor's violations. However, over the past 25 years Holt and Holt had approximately 10 to 15 government contracts. This level of experience should have given Holt and Holt some expertise in government contracting, especially after the Final Conference in the CM investigation. On behalf of Holt and Holt, Kellog assured future

compliance with the Davis-Bacon and Related Acts for both Holt and Holt and for any lower tier contractor that worked under Holt and Holt. Despite this knowledge, Holt and Holt failed to pass down DBRA stipulations to lower tier subcontractors and failed to include the Wage determination in the subcontracts with Torres Drywall and Vadesa Interiors.

I find the violations were severe and encompassed a large number of employees. The employees were paid in cash and no withholdings were deducted. Some employees who signed in on the safety roster never appeared as employees on the certified payrolls. Some employees were never paid at all. None of the employees were paid at the prevailing wage rates. None of the employees were paid overtime in spite of the fact that they were routinely working over 55 hours per week. None of the employees received fringe benefits. The employees were not paid for all the hours worked. When the employees complained to Robert Toole (the only Holt and Holt supervisor on site) they were told they would be compensated for it later, but that never happened.

I further find that Holt and Holt allowed the violations to persist. Several of the witnesses testified that Robert Toole was aware that they were not being properly paid. Robert Toole was the main representative of Holt and Holt on the job. But rather than conducting an inquiry into the complaints, Holt and Holt choose to ignore them. I find this constitutes evidence of intent to evade or a purposeful lack of attention to a statutory responsibility in support of debarment.

Michael Holt testified that he was not aware of the underpayments to the employees. This is directly contradicted by the statement of Ernesto Torres. Torres stated he spoke to Michael Holt and informed him the workers were not being paid what was required. Apparently Torres was being paid 17 cents per square foot and Michael Holt stated that if that was not enough to pay the workers that was Torres' problem. Rather than correct the problem, Holt and Holt allowed it to persist. Ernesto Torres further stated that all he saw of the certified payrolls was the last page which he signed. Holt and Holt would prepare the certified payroll. All this indicates that Holt and Holt had full knowledge of and was directly responsible for the underpayments to the employees and for the falsified certified payrolls.

CONCLUSION

Based on the foregoing, I find Respondent knowingly and intentionally failed to pay prevailing wages and fringe benefits, failed to pay for all hours worked, failed to pay overtime under the CWHSSA, and falsified its certified payroll records. I find this conduct to be beyond gross negligence or gross carelessness and was in fact intentional and willful. I find that debarment pursuant to 29 C.F.R. § 5.12(a) is appropriate.

ORDER

Holt and Holt, Inc., is hereby debarred for a period of three years under both the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act. The debarments shall run concurrently.

So ORDERED.

Digitally signed by LARRY PRICE
DN: CN=LARRY PRICE,
OU=JUDGE, O=Office of
Administrative Law Judges,
L=Covington, S=LA, C=US
Location: Covington LA

LARRY W. PRICE
ADMINISTRATIVE LAW JUDGE

NOTICE OF APPEAL RIGHTS: To appeal, you must file a Petition for Review ("Petition") that is received by the Administrative Review Board ("Board") within forty (40) days of the date of issuance of the administrative law judge's decision. *See* 29 C.F.R. § 6.34. The Board's address is: Administrative Review Board, U.S. Department of Labor, Suite S-5220, 200 Constitution Avenue, NW, Washington, DC 20210. The Petition must refer to the specific findings of fact, conclusions of law, or order at issue. *See* 29 C.F.R. § 6.34. Once an appeal is filed, all inquiries and correspondence should be directed to the Board.

When a Petition is timely filed with the Board, the administrative law judge's decision is inoperative until the Board either (1) declines to review the administrative law judge's decision, or (2) issues an order affirming the decision. *See* 29 C.F.R. § 6.33(b)(1).

At the time you file the Petition with the Board, you must serve it on the Chief Administrative Law Judge, U.S. Department of Labor, Office of Administrative Law Judges, 800 K Street, NW, Suite 400-North, Washington, DC 20001-8002. *See* 29 C.F.R. § 6.34.