



United States  
General Accounting Office  
Washington, D.C. 20548

Office of the General Counsel

B-228782

October 28, 1987

Messrs. Neal Weber and Donald Weber  
Ms. Carol Weber  
Weber Supply, Inc.  
a/k/a Weber & Sons, Inc.  
a/k/a Weber Construction Services, Inc.  
Box 305  
New Albin, Iowa 52160

Dear Messrs. and Ms. Weber:

Subject: Weber Supply, Inc.  
Contract No. J124C-240  
DOL File No. V/WI-86-214

The Assistant Administrator, Employment Standards Administration, United States Department of Labor, by letter dated August 6, 1987, recommended to our Office that the names Weber Supply, Inc., a/k/a Weber & Sons, Inc., a/k/a Weber Construction Services, Inc.; Neal Weber, individually and as president and owner, Carol Weber, individually and as secretary and owner, and Donald Weber, individually and as manager of Weber Supply, Inc., be placed on the ineligible bidders list for violation of the Davis-Bacon Act, 40 U.S.C. §§ 276a to 276a-5 (1982), with respect to the above-referenced contract.

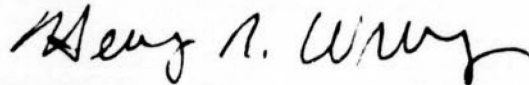
We concur with the Assistant Administrator's recommendation. The Davis-Bacon Act provides that the Comptroller General is to debar persons or firms whom he finds have disregarded their obligations to employees under the Act. 40 U.S.C. § 276-2. Our review of the record confirms that there were substantial violations in this case which constitute a disregard of obligations to employees with respect to the minimum wage provisions of the Davis-Bacon Act.

Accordingly, the names Weber Supply, Inc., a/k/a Weber & Sons, Inc., a/k/a Weber Construction Services, Inc.; Neal Weber, individually and as president and owner, Carol Weber, individually and as secretary and owner, and Donald Weber, individually and as manager, Weber Supply, Inc., will be included on a list to be distributed to all departments of the Government. Pursuant to statutory direction at 40 U.S.C. § 276a-2, no contract shall be awarded to them or

to any firm corporation, partnership, or association in which they, or any of them have an interest until 3 years have elapsed from the date of publication of such list.

We note that restitution of the back wages due the employees under the provisions of the Davis-Bacon Act has been made by the prime contractor, Kraemer Bros., Inc.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Henry R. Wray". The signature is fluid and cursive, with the first name "Henry" and last name "Wray" clearly distinguishable.

Henry R. Wray  
Associate General Counsel

cc: Sylvester L. Green, Director  
Contract Standards Operations  
U.S. Department of Labor  
Room S3518  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

Group Director, Claims Group/GGD