

REQUEST FOR CONTRACTORS



CONTRACTOR POOL

PROPOSAL DUE DATE:

Wednesday, December 2, 2020
2:00 PM Local Time

REQUEST FOR CONTRACTORS

SOLICITATION TYPE: REQUEST FOR CONTRACTORS

SOLICITATION #: RFCONTRACTOR

ISSUE DATE: OCTOBER 22, 2020

SUBMITTAL DUE DATE: DECEMBER 2, 2020 @ 2PM

SUBMITTAL PLACE:

The Housing Authority of the City of Columbia, SC
C/O Adam Dalenburg: Manager Capital Assets
1917 Harden Street
Columbia, South Carolina 29204

RFQ may be obtained by downloading them from the Columbia Housing Web-site:
<https://www.columbiahousing.org/procurement-postings>

Respectfully,

Mr. Adam Dalenburg
Manager Capital Assets

**COLUMBIA HOUSING RESERVES THE RIGHT TO KEEP THIS REQUEST
OPEN EVEN AFTER THE SUBMITTAL DUE DATE**

The Housing Authority of the City of Columbia, South Carolina (Columbia Housing) hereby requests Qualification Packages from parties who are interested in being placed in Columbia Housing's "Contractor Pool".

Columbia Housing will create a professional "Contractor Pool" that will provide services to Columbia Housing and/or its related affiliates on an as needed basis for a period of not more than three (3) years with two (2) additional one (1) extensions at Columbia Housing will.

The selected parties, working in concert with Columbia Housing Capital Assets and Housing Management Departments, will be responsible for services per issued Task Order/Work Order.

Per Columbia Housing policies and procedures, HUD regulations, and Federal, State, and Local laws and codes, the following will be required for qualification:

- Non-Collusive Affidavit
- Certification for a Drug Free Workplace (HUD 50070)
- Certificate of Section 3 Compliance
- MBE Participation Certification
- Piggyback Clause

The following will be required upon issuance of selection:

- Contract / Formal Agreement
- HUD Form 5370 EZ (Total contracts greater than \$2,000 not to exceed \$150,000)
- HUD 5370 (Total contracts exceeding \$150,000)
- Insurance Certificate(s)
- Business License
- W-9
- Direct Deposit Form

PRODUCTS TO BE USED

- All products must be submitted for approval
- All products must meet or exceed Columbia Housing specifications:
<https://www.columbiahousingsc.org/procurement-forms>

WORK QUALITY

All work performed under this contract shall be in compliance with the highest performance standards; the industry guidelines and all applicable Federal, State, and Local laws and codes.

**THIS IS ONLY A REQUEST FOR QUALIFICATIONS – THERE IS NO
GUARANTEE OF WORK UNLESS QUALIFICATIONS ARE MET AND
ACCEPTED BY COLUMBIA HOUSING**

SUBMITTALS

Submissions are to be submitted via hard copy or electronically. Enclose submittal package in an envelope and place in the drop box in front of the Main Office of Columbia Housing located at 1917 Harden St. Columbia, SC 29204. The envelope must be addressed to: Adam Dalenburg Manager Capital Assets and marked with:

- Solicitation Type/Description
- Solicitation Number
- Submittal Due Date

Submittals must include all required information and forms all completely fill out. The task's box which a party would like to be considered must be checked.

Contractor Pool tasks are as follows:

EXTERIOR

- Tree timing / Removal
- Fencing
- Concrete work
- Landscaping: Fill, Grading, Seed, Sod, Bushes
- Lawn maintenance
- Vapor barrier
- Foundations
- Hand railing
- Roof
- Siding
- Exterior doors
- Windows / Screens
- Gutter
- Pressure Washing

INTERIOR

- Trash-out
- Flooring Subfloor, LVP
- Drywall
- Interior doors
- Casework & Countertops
- Tilework
- Bathrooms
- Kitchens

VACANCY PREP

- VP1: Trash-out, patch, prep, prime, paint
- VP2: Trash-out, patch, prep, prime, paint, flooring
- VP3: Trash-out, patch, prep, prime, paint, flooring, kitchen and/or bathroom

TURNKEY RENOVATION

- Total gut and replacement of all of interior, remove and replace HVAC. Electrical, and Plumbing
- Exterior

REQUIRED INSURANCE LIMIT

The selected respondent shall provide a certification of insurance which meets or exceeds the following limits and lists Columbia Housing as additional insured.

TYPE OF COVERAGE	LIMITS OF LIABILITY
Worker's Compensation – Statutory	Required over and above SC State requirements and regardless of the number of employees
Employer's Liability	\$25,000 One Accident & Aggregate Disease
COMPREHENSIVE GENERAL LIABILITY:	
Bodily Injury and Personal Injury	\$100,000 ea. person – Premise & Operations \$100,000 ea. person – Independent Contractors *\$100,000 ea. person – Products, including completed operations* \$100,000 ea. person – Contractual, to include Owner & Architect \$300,000 ea. Occurrence: \$300,000 ea. Aggregate: Products, including completed operations to include Owner & Architect
Property Damage	\$ 50,000 ea. Occurrence: Premises & Operations \$ 50,000 ea. Occurrence: Independent Contractors \$ 50,000 ea. Occurrence: Products, including completed operations \$ 50,000 ea. Occurrence: Contractual, to include Owner & Architect \$100,000 Aggregate \$300,000 Aggregate: Operations; protective products; contractual, to include Owner & Architect
COMPREHENSIVE AUTOMOBILE LIABILITY	
(Includes owned, non-owned, hired)	
(A) Bodily Injury	\$150,000 ea. person \$300,000 ea. Occurrence
(B) Property Damage	\$ 50,000 ea. Accident

* Shall be carried for a minimum of one (1) year after completion of the Agreement.

** Coverage shall include owned, non-owned, and hired automobiles

STATE LICENSING REQUIREMENTS/PERMITS

All respondents shall possess and provide a valid South Carolina Contractor's license and will be required to possess and provide a license to work in the City of Columbia, SC if not already possessed, at contract execution. In addition the same requirements are requested for the engineering and abatement subcontractor. The Offeror's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract herein the same as though written out in full. The selected respondent shall be responsible for obtaining all required permits needed to complete contract as well as for paying all required permit fees.

INVOICING AND PAYMENT

The contractor will submit an invoice to the issuer of the Task Order/Work Order. The invoice must clearly include: Invoice number, Project, Cost breakdown. Invoices will be Net 30. Accompanied must be Certified Payroll form HUD WH-347 on all project exceeding \$2,000 (See Davis Bacon).

DAVIS-BACON LABOR STANDARDS COMPLIANCE

Attention is called to the fact that not less than the minimum of salaries and wages must be paid on this project. The Contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, creed, sex, handicap or national origin.

In accordance with Department of Labor and Davis-Bacon Regulations for Projects and Work in excess of \$2,000 the Contractor shall submit Certified Payrolls (HUD WH-347) on a weekly basis. Submittals shall begin no later than ten (10) days after the start of the work on-site.

SECTION 3 REQUIREMENTS

TRAINING AND EMPLOYMENT OF SECTION 3 HIRES

Qualified Applicants

Through its Resident Services Programs, Columbia Housing will work with Service Partners that offer job readiness programs and training in day-to-day employment skills and apprenticeship programs to establish a pool of qualified applicants for referral to contractors procured by Columbia Housing.

The Resident Services Staff will identify and maintain a list of Section 3 Residents interested in employment and training opportunities. Columbia Housing will conduct preliminary screening of all applicants referred to contractors. This screening shall include a criminal background check and a drug screening, as applicable. Columbia Housing will match applicant skills to the available Section 3 positions and issue a formal referral to the corresponding contractor.

Applicants for available positions shall be referred in the order listed below.

1. Current or former residents of the property where the work is to be performed. Former residents are defined as individuals listed on a CH lease agreement at the time the property was vacated.
2. Current residents of other properties owned by Columbia Housing.
3. Participants of the Housing Choice Voucher Program administered by Columbia Housing.
4. Other qualified Section 3 residents of the City of Columbia.
5. Other qualified Section 3 residents of Richland County.
6. Other qualified Section 3 residents of Lexington County.

Contractor Requirements - Section 3 Employees.

Contractors and subcontractors shall be required to submit a notice of intent to comply with the Section 3 regulations within all contracts. The notice is to be sent to Columbia Housing Resident Services Department. The notice is also to be posted in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference. The notice shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each and the name and location of the persons receiving the referrals for each of the positions, and the anticipated date the work shall begin.

The contractor shall, to the greatest extent feasible, give preference to Section 3 Residents when hiring any full-time employee for permanent, temporary or seasonal employment under the contract. Contracts in excess of \$250,000 shall have an establishment number of Section 3 positions to be created under the contract. The contractor will be deemed to be in compliance with the training and employment requirements of the Section 3 Policy if 50% or the stated number in the applicable solicitation or contract, of new hires are Section 3 Residents from Columbia Housing communities or programs. The contractor is responsible for complying with the requirements of this policy in its own operations and for assuring compliance in the operations of its subcontractors.

Contract Preference for Section 3 Business Concerns.

The contractor shall, to the greatest extent feasible, give preference to Section 3 Business Concerns when entering into any contract for the work of the Project. The Contractor will be deemed to be in compliance with the contract preference for Section 3 Business Concerns if it commits to award to Section 3 Business Concerns at least 30% of the total dollar amount of the Contract.

Certifications and Assurances

The form of contract executed by Contractors/Subcontractors will include the requirements set forth in this policy.

Marketing Efforts

Columbia Housing will market the Section 3 policies to Residents and Program Participants through posting of information on its website; posting of notices at CH offices and developments; and issuance of flyers describing employment and training opportunities.

CH will also provide notices at strategic locations within the community where people gather (i.e., schools recreational facilities, and area churches). CH will also inform community leaders, contractors, political leaders and interested community organizations of the Section 3 and MBE/WBE hiring commitments.

Reporting

The contractor shall submit to CH a completed Monthly Employee/Business Concern Utilization Report in a format determined by CH each month throughout the contract period. The contractor shall promptly provide to CH at its request, any such other information or reports which CH may require and shall permit access to the job site and to any books, records, accounts and/or other material deemed by CH to be necessary to monitor the contractor's compliance with this Policy.

Termination

The contractor or any of its subcontractors may terminate the employment of a Section 3 Resident or the contract of a Section 3 Business Concern for good cause, provided that the contractor or subcontractor first notifies CH in writing of the proposed termination and the specific reasons for dismissal. If any Section 3 Resident employed by the contractor or a subcontractor pursuant to this Provision leaves or is terminated from such employment, or if any Section 3 Business Concern fails to perform under its contract or its contract is terminated, CH shall require the contractor and/or its subcontractor to employ another Section 3 Resident or contract with another Section 3 Business Concern in order to remain in compliance with the requirements of this Policy.

Department of Labor Requirements

Contractors subject to the Section 3 Resident Employment Provision are also required to comply with Executive Order 11246, as amended by Executive Order 12036 and the Department of Labor regulations issued pursuant thereto (41 CFR chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally-assisted construction contracts.

Sanctions

If contractors or subcontractors do not comply with Section 3 mandates, CH will address the issues promptly. All sanctions against any contractor should be based on language in the signed contract.

Performance Standards

On each construction job site, it is expected from the contractor/subcontractors, that all referred and hired Section 3 Residents will be treated with the same respect and consideration that is demonstrated toward non-Section 3 Residents.

At no time should there be any disparity in hours worked per day, nor days worked per week, unless both contractor and employee agree upon it. Violation of these performance standards by the general contractor and its subcontractors will be interpreted as violation of contract agreement.

Payment in Lieu of Section 3 Hires

If a contractor is unable to meet the required Section 3 goals specified under their contract or in this policy, for any of the following reasons, Columbia Housing, at its sole discretion may approve a payment in lieu of Section 3 hires.

1. There are no new hires throughout the life of the contract.
2. The contract is of a highly technical nature and requires a high level of technical knowledge and/or skills for which there are no qualified Section 3 applicants.
3. CH Resident Services has been unable to provide referrals with the necessary skills for the available positions under the contract and the Contractor has made every effort to identify qualified Section 3 applicants.

The payment in lieu of Section 3 hires shall apply to all contracts in excess of \$10,000 and shall be 3% of the total contract amount. All funds received under the Payment in Lieu of Section 3 hires shall be directed restricted for the Resident Services Department and shall be utilized solely for job readiness and employment training for Columbia Housing residents or program participants.

SUBMITTAL FORM

Company: _____

Owner: _____

Address: _____

Phone Number: _____

E-Mail: _____

CONTRACTOR SERVICES	
EXTERIOR	
Trees Trimming / Removal	
Fencing	
Concert Work	
Landscaping: Fill, Grading, Seed, Sod, Bushes, Lawn Maintenance	
Vapor Barrier	
Foundations	
Masonry Work	
Handrails	
Roof	
Siding	
Exterior Doors	
Windows and Screen	
Gutters	
Pressure Washing	
INTERIOR	
Trash-out	
Flooring: Subfloor & LVP	
Drywall	
Interior Doors	
Casework & Counter Tops	
Tilework	
Bathrooms	
Kitchens	
Vacancy Prep 1: Trash-out, Patch, Prep, Prime, Paint	
Vacancy Prep 2: Trash-out, Patch, Prep, Primp, Paint / Flooring	
Vacancy Prep 3: Trash-out, Patch, Prep, Primp, Paint / Flooring / Kitchen and Bath	
Turnkey Renovation: Exterior, Interior, HVAC, Electrical, Plumbing	

NON-COLLUSIVE AFFIDAVIT

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

_____, being first duly sworn, deposes and says:

THAT HE/SHE IS _____ (*a partner or officer of the firm of, etc.*) the party making the foregoing proposal or bid; that such proposal or bid is genuine and not collusive nor sham; that said bidder has not colluded, conspired, connived nor agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding; and has not in any manner, directly or indirectly, sought by agreement of collusion, or communication or convergence, with any person, to fix the bid price of affiant or of any other bidder; nor to fix any overhead, profit, or cost element of said bid price, nor of that of any other bidder; nor to secure any advantage against THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, SOUTH CAROLINA, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signatures of:

BIDDER, if the Bidder is an individual:

PARTNER, if the Bidder is a partnership:

OFFICER, if the Bidder is a corporation:

SUBSCRIBED AND SWORN TO BEFORE ME

This _____ day of _____, 20_____

(Notary Public)

My Commission expires: _____

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date
X	

CERTIFICATE OF SECTION 3 COMPLIANCE

I certify that I have reviewed and fully understand the attached Section 3 Specification Clause and program and will demonstrate compliance to the "greatest extent feasible" to meet the numerical goal of 30% new hires. I further certify that I have and will make every reasonable effort to purchase from those small businesses located within the boundaries of the Section 3 covered project area and further, will take concrete steps to expand resident training and employment opportunities such as, asking if residents are aware of available training and employment positions, encouraging residents to participate in the job application process, and actually employing Section 3 area residents. Furthermore, I will contact the Housing Authority to obtain listings of available individuals to fill my labor needs, if any such needs arise, for the duration of this contract.

Principal Officer of Bidding Company

Date

END OF DOCUMENT

MBE PARTICIPATION CERTIFICATION

I certify that I have reviewed and fully understand the attached Columbia Housing Authority MBE requirements and will take the five affirmative steps listed and make a GOOD FAITH EFFORT to achieve the MBE participation goal.

Principal Officer of Bidding Company

Date

END OF DOCUMENT

PIGGYBACK CLAUSE FORM

Piggybacking is when an existing contract is used by another governmental agency to acquire the same commodities or services at the same or lower price from another public entity contract.

Columbia Housing shall permit Piggybacking on all contracts resulting from a formal solicitation including a Competitive Bid; a Request for Proposals and/or a Request for Qualifications under the following provisions.

For the term of the contract period resulting from this solicitation and any mutually agreed upon extensions pursuant to this request for goods and/or services, at the option of the vendor, other Public Housing Authorities, any public corporation or agency, including any town, city, county, or state agency, may purchase or contract for the same goods and/or services identified upon the same terms and conditions or such terms and conditions as may be negotiated with the vendor pursuant to the applicable joint, permissive and interstate cooperative procurement statutes of the location in which such public corporation or agency is located.

Acceptance or rejection of this clause will not affect the outcome of this solicitation.

_____ *(Initial)* Vendor hereby grants the Piggyback option for this solicitation.

_____ *(Initial)* Vendor does not grant the Piggyback option for this solicitation.

Vendor: _____

Name of Authorized Representative: _____

Signature: _____ Date: _____

"General Decision Number: SC20200060 01/03/2020

Superseded General Decision Number: SC20190060

State: South Carolina

Construction Type: Residential

County: Richland County in South Carolina.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2020

SUSC2016-003 10/18/2017

	Rates	Fringes
CARPENTER.....	\$ 14.53	0.00

CEMENT MASON/CONCRETE FINISHER...	\$ 13.59	0.00
DRYWALL HANGER.....	\$ 12.00	0.00
ELECTRICIAN.....	\$ 17.55	0.00
LABORER: Common or General.....	\$ 11.20	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 18.85	0.00
PAINTER (Brush and Roller).....	\$ 13.20	0.00
PLUMBER.....	\$ 14.17	0.00
ROOFER.....	\$ 15.00	0.00

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 www.dol.gov/whd/govcontracts.

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) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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