

SPECIAL INSTRUCTIONS FOR COMPETITIVE SEALED PROPOSALS

1 INTRODUCTION

The City of Splendor requests Competitive Sealed Proposals (CSPs) for construction of the City of Splendor Police Station. The City of Splendor is aware of the time and effort you expend in preparing and submitting bids and proposals to the City. Please let us know of any proposal requirements which are causing you difficulty in responding to our requests. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the City's business. You may register on the City's vendor management program at www.Splendoratx.gov/bids.aspx to receive notice of proposal postings. Additionally you may register at www.publicpurchase.com

2 RECEIPT OF PROPOSALS

- 1.1. Competitive Sealed Proposals shall be delivered in a sealed opaque envelope to Attention of City Secretary, City of Splendor, P. O. Box 1087, 26090 FM 2090 East, Splendor, Texas 77372. The deadline for receipt of the proposals is December 14, 2017, at 2:00 PM. Responders must include one (1) completed original proposal and three (3) copies of proposal. It is the sole responsibility of responder to have packet at designated location prior to the deadline date and time. All late packets will be returned to responder unopened when properly marked. Public reading is scheduled to be held at the date and time listed above at City Hall, 26090 FM 2090 East, Splendor, Texas 77372.
- 1.2. Documents can be viewed at the City Hall at 26090 FM 2090 East, Splendor Texas. A digital copy of solicitation documents may be downloaded from "Bids and RFPs" section of the City of Splendor website at www.cityofsplendor.org.
- 1.3. Additionally, drawings and specifications have been prepared and are dated 10/23/17.
- 1.4. Drawing and specification documents in PDF format can be obtained from the City of Splendor by emailing a request for the download link to dannawelter@gmail.com. The request for a download link must include the company name of the proposer, business address, contact person name, telephone number and email address. This includes special instructions, technical specifications, drawings, and all other pertinent information at no charge. These same documents will also be available at City Hall, 26090 FM 2090 East, Splendor, Texas 77372.
- 1.5. INFORMATION INQUIRIES regarding the drawings, specifications, and the Competitive Sealed Proposals (CSP) method of procurement should be directed to Danna Welter, City Secretary at phone number 281-689-3197 or 281-689-2300, when possible use the Question/Response Form in this section. The City Secretary will then redirect any questions regarding the technical aspects of the Drawings and Specifications to the applicable party.

3 DISCREPANCIES, INTERPRETATIONS, AND ADDENDA

- 1.6. Proposer must notify the City Secretary in writing before December 4, 2017, 5:00 PM, if discrepancies, ambiguities or omissions are found in the proposal documents, or if further information or interpretation is desired. Purchasing Manager will forward all inquiries to Architect to provide corrections or clarifications by Addenda. Purchasing Manager will post addenda on the City of Splendor website and will make available in the City Secretary's

office at 26090 FM 2090 East, Splendora, Texas 77372. All addenda shall become part of the contract documents. It is the responsibility of the responder to verify all addendums.

- 1.7. Answers to inquires will be provided in writing to Proposers in addenda form. All provisions and requirements of such addenda will supersede or modify affected portions of the Proposal documents. All addenda will be incorporated into and bound with the Contract Documents. No other explanation or interpretation will be considered binding.

4 REQUIRED SUBMITTALS & DEADLINES

- 1.8. The Proposed CSP Schedule shall be:

Advertising begins.....	November 8, 2017
Pre-Proposal Conference	December 4, 2017 2:00 PM
Deadline for Submission of Questions (Close of Business)	December 4, 2017 5:00 PM
Deadline for Receiving Proposals.....	December 14, 2017 2:00 PM
Notification of Award.....	December 18, 2017

- 1.9. A NON-MANDATORY pre-proposal conference will be held at 2:00 PM, December 4, 2017 at the City Hall, 26090 FM 2090 East, Splendora, Texas 77340. There will be a site visit when this general meeting has concluded. No other site visits will be allowed other than at this time and on this day. All general contractors planning to submit a proposal are encouraged to attend. Subcontracts are encouraged to also attend.

- 1.10. The following items shall comprise a complete Competitive Sealed Proposal.

- 1.10.1. Special Instructions For Competitive Sealed Proposals, Conflict of Interest Questionnaire
- 1.10.2. Special Instructions For Competitive Sealed Proposals, Non-Collusion Affidavit
- 1.10.3. Technical Proposal
- 1.10.4. Bid Bond
- 1.10.5. Special Instructions For Competitive Sealed Proposals, Question/Response Form (if applicable).
- 1.10.6. Special Instructions For Competitive Sealed Proposals, No-Response Form (only if not submitting a full CSP)

- 1.11. The Proposer must sign the proposal in the space provided in Section 00301.

- 1.11.1. If the proposal is submitted by a partnership or corporation, the name and address of the partnership or corporation must be shown, together with the name and address of the partners or corporate officers.
- 1.11.2. If the proposal is submitted by a partnership, it must be signed by one of the partners. Proposals submitted by a corporation must be signed by one of the corporate officials having, under the corporate structure, the power to act in this capacity and the corporate seal must be affixed onto the proposal.
- 1.11.3. If the proposal is submitted by a sole proprietorship, it must be signed by the proprietor.

- 1.12. FAILURE TO SUBMIT A COMPLETE PROPOSAL MAY BE VIEWED BY THE OWNER AS A NON-RESPONSIVE PROPOSAL WHICH MAY BE REJECTED.

- 1.13. It is understood that the City of Splendora, Texas reserves the right to reject any or all

responses or rebid or to waive informalities or defects or to accept such qualifications as it shall deem to be in the best interests of the City of Splendor. The City of Splendor has the final decision.

- 1.14. If less than three responses are received, the City of Splendor reserves the right to extend the opening date as it deems to be in the best interest of the City. The extension will be announced via an addendum as soon as possible.
- 1.15. The CSP Terms and Conditions reference any and all indemnification language that is required and not stated to the fullest extent of the law.
- 1.16. The City of Splendor reserves the right to award to the most responsible and responsive firm meeting the requirements listed in this CSP in the best interest/best value for the City. The City of Splendor has the sole last and final determination to determine award. If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available responder until a responder is found that can complete the requirements of the City of Splendor.

5 PREPARATION OF COMPETITIVE SEALED PROPOSAL

- 1.17. The Proposal must be based on conditions at the project site, the project drawings and specifications and any addenda issued.
- 1.18. Proposals must include the completed CSP forms, requested information, and sample copies. All blanks must be completed and the proposals must be dated and signed.
- 1.19. Section 00301 - Technical Proposal must be completed in full, authoritatively executed in blue ink, and submitted on the proposal form furnished in the proposal packet.
 - 1.19.1. Proposal showing omissions, alterations, conditions, or carrying riders or other qualifiers which modify the proposal form may be rejected as irregular.
 - 1.19.2. If the Proposer chooses to issue a "No Response" (N/R) to any question on the proposal, an explanation of this action is required. Failure to do so may be viewed by the Owner as an incomplete response and may subject the entire proposal to rejection.
- 1.20. If Proposers qualifications, pricing or other form does not provide sufficient space to adequately respond, the Proposer should attach additional white paper sheets as required, referencing the page and question numbers to which the response pertains.
- 1.21. The Proposer may modify the Technical Proposal by means of written communication using company letterhead and executed by a company officer provided such communication is received prior to the advertised time set for the receipt of proposals in the published CSP. The communication must not reveal the proposal price but should identify the addition or subtraction or other modification(s) so that the final prices will not be known until the sealed proposal is opened. If original written confirmation is not received by the due date and time of the proposal, the proposal modification will be ignored and the total proposal may be rejected.
- 1.22. A Proposer will not receive compensation or reimbursement of expenses incurred in of the preparation of a CSP submission or attending any interviews.

6 PUBLIC INFORMATION AND NOTICE OF CONFIDENTIALITY

- 1.23. The Owner considers all proposal information, documentation and supporting materials

submitted in response to this CSP to be confidential and/or proprietary in nature to the fullest extent of the law, however shall be subject to the public disclosure under the Texas Public Information Act (Texas Government Code, Sec. 552.001, et seq.) after the award of the contract.

1.24. The Proposer must identify and designate those portions of their technical proposal which contains trade secrets or other proprietary data. If the proposal includes such data, the Proposer shall:

1.24.1. Mark the cover sheet of the Technical Proposal with the following phrase: "This proposal includes data that shall not be disclosed outside the City shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this proposal, to the fullest extent of the law"

1.25. Mark each sheet and the specific data on that sheet that the Proposer wishes to restrict with the following phrase: "Use or disclosure of this specifically marked data is subject to the restrictions regarding confidentiality cited on the cover sheet of this Proposal."

7 PRE-QUALIFICATION OF PROPOSER

1.26. For this project, pre-qualification of Proposers is not required.

8 REQUIREMENTS OF PROPOSERS

1.27. Out of state corporate Proposers must submit a Certificate of Good Standing or a Certificate of Authority with their Proposal. This certificate may be applied for through the office of the Texas Secretary of State.

1.28. Not less than the prevailing wage rates as hereinafter set forth in the Appendix below, which are made a part hereof, must be paid on this project per Texas Government Code Chapter 2258.

1.29. All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

1.30. Insurance

The awarded responder shall furnish and keep in full force (at its own cost and expense) the following insurance during the term of this Contract:

a. **Workers Compensation/Employers Liability Insurance:** The Contractor shall take out and maintain during the life of this contract, Employers' Liability and Worker's Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. The City of Splendora requires a waiver of subrogation against the City.

b. **Commercial General Liability** at minimum combined single limits of (\$1,000,000 per occurrence and \$2,000,000 general aggregate) for bodily injury and for property damages, which coverage shall include products/completed operations at \$1,000,000 per occurrence.

- c. Commercial Automobile Liability at minimum combined single limits of \$300,000 per occurrence for Bodily Injury and Property Damage, including owned, non-owned, and hired vehicle coverage.

All insurance must be written on forms filed with and approved by the Texas Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

The awarded responder shall furnish at their own expense to the City of Splendora, a Certificate of Liability Insurance listing the City as an “**Additional Insured**” via endorsement. In Description of Operations will need wording similar to: Blanket additional insured is added in favor of the certificate holder with respects to the general liability coverage as required by written contract. Blanket Waiver of Subrogation is added in favor of the certificate holder with respects to workers compensations coverage as required by written contract. Certificate Holder to be: City of Splendora 1212 Ave M Splendora TX 77340.

The required insurance must contain a provision that at least thirty (30) days prior notice of cancellation, non-renewal, or material change of said insurance shall be submitted to the city, by the insurance company. The City reserves the right to full, certified copies of all required insurance policies when requested in writing. Insurance will be required within 5 days of request.

Copy of current insurance policy to be included with proposal.

1.31. Safety Standards and Accident Prevention:

With respect to all work performed under this contract, the Contractor shall:

1.31.1.1. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36 No. 75, Saturday, April 17, 1971.

1.31.1.2. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

1.31.1.3. Maintain at their office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

9 OWNERSHIP OF THE COMPETITIVE SEALED PROPOSAL

- 1.32. Submitted proposals, documentation and supporting materials shall become the property of the Owner.

10 SITE INVESTIGATION

- 1.33. It is the responsibility of each Proposer to examine the project site, existing improvements and adjacent property and be familiar with existing conditions before submission of a

proposal.

- 1.34. After investigating the project site and comparing the Drawings and Specifications with the existing conditions, the Proposer should immediately notify the A/E, of record for the CSP, of any conditions for which requirements are not clear; or about which there is any question regarding the extent of the work involved.
- 1.35. Should the successful Proposer fail to make the required investigation and should a question arise after award of contract as to the extent of the work involved in any particular case, after receiving recommendations from the A/E, the Owner will make the interpretation of the documents.
- 1.36. Once the contract/award and Notice to Proceed is issued there shall be no change orders issued without written approval by the Owner. No work shall proceed without a written approved change order. Any work complete without a written approved change order may constitute non-payment of said work.

11 EVALUATION AND CONTRACT AWARD PROCESS

- 1.37. Contents of the Proposals will be afforded security sufficient to preclude disclosure of the contents prior to award or rejection action.
- 1.38. The criteria for evaluation and selection of the successful Proposer for this award, will be based upon the factors listed below:
 - Part One
 - Cost of Construction: 50%
 - Project Schedule: 20%
 - Part Two
 - Previous Related Experience and Qualifications of Staff: 20%
 - Part Three
 - Financial Stability: 5%
 - Part Four
 - Cost Reduction Recommendations & Attendance of Pre Proposal Meeting: 5%
 - Total: 100%
- 1.39. After opening the proposals, the Owner will evaluate and rank each proposal with respect to the published selection criteria described below. After opening and ranking, an award may be made on the basis of the initially submitted proposal, without discussion, clarification or modification, or the Owner may discuss or request an on-site interview with the selected Proposer(s). All items for this project may be discussed rather listed in the CSP or not, offers for cost adjustment and other elements of the Proposal may be negotiated. Other than the data read at the time proposals are due, the Owner shall not disclose any information derived from the proposals submitted by competing firms in conducting such discussions to the fullest extent of the law.
- 1.40. If the Owner determines that it is unable to reach a satisfactory agreement with the first ranked Proposer, the Owner may terminate discussions with that Proposer. The Owner will then proceed with negotiations with each successive Proposer as they appear in the order of ranking until an agreement is reached, or until the Owner has rejected all Proposals.
- 1.41. The Owner reserves the right to accept or reject any or all items or alternates or to accept any combination considered advantageous to the Owner.
- 1.42. The award or rejection action regarding this Proposal is at the sole discretion of the Owner

and the Owner makes no warranty regarding this Proposal that a contract will be awarded to any Proposer.

- 1.43. The Owner agrees that if the Contract is awarded, it will be awarded to the Proposer offering the best value to the Owner. The Owner is not bound to accept the lowest priced proposal if that proposal is judged not to be the best value for the Owner, as determined by the Owner. The Owner's decision is final with no recourse to the fullest extent of the law.
- 1.44. The estimated budget for this project is in the \$825,000 range with an estimated completion date of 180 days from date of Notice to Proceed is issued.

12 PROPOSAL

- 1.45. A bid bond made payable to the City of Splendora, Texas in an amount of 5% of the total identified in the Technical Proposal must accompany each proposal as a guarantee, the Proposer will enter into a contract and execute such bonds as required for award of contract by Owner.
- 1.46. Attorneys-in-fact who sign proposal bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13 CONTRACT SECURITY

- 1.47. If the total proposal (including all alternates) is more than \$100,000, then a performance bond is required if the contract provides that payment is not due to the Contractor until the work is completed and accepted by the City. The Contractor must state in writing the job is to be turnkey or bonded in the contract documents.
- 1.48. If the total proposal (including all alternates) is more than \$50,000, then a payment bond is required if the contract provides that payment is not due to the Contractor until the work is completed and accepted by the City. The Contractor must state in writing the job is to be turnkey or bonded in the contract documents.
- 1.49. For all contracts over \$25,000 where the Contractor does not elect to do the work on a turnkey basis, and for all contracts over \$100,000, the successful Proposer shall furnish to the City performance and payment bonds in accordance with State law. (Texas Government Code Chapter 2253; Texas Local Government Code section 271 & 252

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity Date

Non-Collusion Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

1. He/she is _____ of _____, the responder that has submitted the attached bid;

2. He/she is fully informed respecting the preparation of contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not collusive or a sham bid;

4. Neither the said responder nor any of its officer, partners, owners, agents, representative, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with another responder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached bid or of any other responder, or to fix an overhead, profit or cost element of the bid price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Splendora or any per interest in the proposed contract.

5. In compliance with the specifications in the bid and quote conditions, I, the undersigned agree to furnish the services upon which prices are offered at the price opposite to each line description to the City of Splendora within the time specified. By submitting this bid/proposal and attached signature I hereby attest that I have not received nor offered anything of value to any City employee, official, and/or board member in connection with this submitted bid.

6. Advanced disclosures of any information to any particular/potential responder which gives that particular/potential responder any advantage over any other interested responder in advance of the award whether in response to advertising or an informal request for bids or proposals, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular responders bid or proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular responders bid or proposal and the committee member or the governing board member will be rejected from the voting process for that bid or proposal. By submission of this bid or proposal responder attests that no improper communication has occurred resulting in an advantage over any other responder, potential responder, or advance discloser.

7. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representative, owners, employees, or parties in interest, including this affidavit.

Signature

Printed Name

Subscribe and sworn to me this _____
day of _____, 2017

By _____

Notary Public
My commission expires _____

No Response Statement

Project Name: _____

Project Number: _____

Responders Name: _____

The City of Splendor seeks to evaluate the level of competitiveness provided. Please complete this form only if you are not submitting a quote.

Please check the appropriate boxes indicating the factors considered for not bidding.

- Unable to respond to the request for bid or request for proposals by the specific deadline.
- Our company does not carry or cannot offer this type of product and service.
- Specifications are restrictive, unclear or incomplete. Please explain below
- _____
- _____
- Invitation is suitable, but engaged in other work.
- Do not wish to do business with the City.

The purpose of this form is to achieve a maximum participation in the bidding process. Vendor comments are not restrictive to the above described. Please make any statement that may have impacted your ability to bid.

Question/Response Form

Responders are encouraged to ask questions to gain clarification. Only questions submitted in writing and addressed to the City of Splendor Purchasing Department will be answered. Responders are asked to use this form for questions. The Purchasing Department will gain a response and reply via e-mail and all questions with responses may be posted on the City of Splendor website. All responders are encouraged to check the website under FAQ prior to posting a question. Any question received after 72 hours from bid opening may not be answered.

Please only use one question per form. For additional questions please use another form.

Responders Name: _____

Responses will be sent either fax or e-mail:

Responders Fax #: _____

Responders E-mail address: _____

Question: _____

Response: _____

APPENDIX

1 General Decision Number: TX170220 04/14/2017 TX220

2
3 Superseded General Decision Number: TX20160220

4
5 State: Texas

6
7 Construction Type: Building

8
9 County: Momntgomery County in Texas.

10
11 BUILDING CONSTRUCTION PROJECTS (does not include single family
12 homes or apartments up to and including 4 stories).

13
14 Note: Under Executive Order (EO) 13658, an hourly minimum wage
15 of \$10.20 for calendar year 2017 applies to all contracts
16 subject to the Davis-Bacon Act for which the contract is
17 awarded (and any solicitation was issued) on or after January
18 1, 2015. If this contract is covered by the EO, the contractor
19 must pay all workers in any classification listed on this wage
20 determination at least \$10.20 (or the applicable wage rate
21 listed on this wage determination, if it is higher) for all
22 hours spent performing on the contract in calendar year 2017.
23 The EO minimum wage rate will be adjusted annually. Additional
24 information on contractor requirements and worker protections
25 under the EO is available at www.dol.gov/whd/govcontracts.

26
27

Modification Number	Publication Date
0	01/06/2017
1	04/14/2017

31
32 ASBE0022-003 12/01/2016

33
34 Rates Fringes

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 23.42	12.26

38
39 * BOIL0074-003 01/01/2017

40
41 Rates Fringes

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

44
45 CARP0551-006 04/01/2016

46
47 Rates Fringes

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 23.05	8.78

50
51 IRON0084-008 06/01/2015

52
53 Rates Fringes

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 23.02	6.35

58	LABO0154-017 05/01/2008		
59			
60		Rates	Fringes
61			
62	Laborers: (Mason Tender -		
63	Cement/Concrete).....	\$ 14.53	3.49
64		-----	
65	PLUM0068-002 10/01/2016		
66			
67		Rates	Fringes
68			
69	PLUMBER.....	\$ 34.35	9.79
70		-----	
71	SUTX2009-075 04/20/2009		
72			
73		Rates	Fringes
74			
75	BRICKLAYER.....	\$ 18.00	0.00
76			
77	CARPENTER, Includes		
78	Acoustical Ceiling		
79	Installation, Batt		
80	Insulation, and Metal Stud		
81	Installation (Excludes		
82	Drywall Hanging, and Form		
83	Work).....	\$ 15.13	2.63
84			
85	CEMENT MASON/CONCRETE FINISHER...	\$ 12.09	0.00
86			
87	DRYWALL HANGER.....	\$ 13.89	1.00
88			
89	ELECTRICIAN.....	\$ 18.06	4.87
90			
91	LABORER: Common or General.....	\$ 9.24	0.00
92			
93	LABORER: Landscape &		
94	Irrigation.....	\$ 8.50	0.22
95			
96	LABORER: Mason Tender - Brick...	\$ 12.02	0.00
97			
98	LABORER: Mortar Mixer.....	\$ 12.00	0.00
99			
100	OPERATOR:		
101	Backhoe/Excavator/Trackhoe.....	\$ 14.67	0.47
102			
103	OPERATOR: Bulldozer.....	\$ 13.00	0.35
104			
105	OPERATOR: Crane.....	\$ 21.33	0.00
106			
107	OPERATOR: Forklift.....	\$ 14.58	0.00
108			
109	OPERATOR: Loader (Front End)....	\$ 10.54	0.00
110			
111	PAINTER: Brush, Roller and		
112	Spray.....	\$ 11.75	0.00
113			
114	ROOFER.....	\$ 13.64	1.80
115			
116	SHEET METAL WORKER.....	\$ 17.00	0.00
117			
118	TILE SETTER.....	\$ 15.00	0.00

119
120 TRUCK DRIVER.....\$ 10.68 0.34
121 -----
122
123 WELDERS - Receive rate prescribed for craft performing
124 operation to which welding is incidental.
125
126 =====
127
128 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
129 for Federal Contractors applies to all contracts subject to the
130 Davis-Bacon Act for which the contract is awarded (and any
131 solicitation was issued) on or after January 1, 2017. If this
132 contract is covered by the EO, the contractor must provide
133 employees with 1 hour of paid sick leave for every 30 hours
134 they work, up to 56 hours of paid sick leave each year.
135 Employees must be permitted to use paid sick leave for their
136 own illness, injury or other health-related needs, including
137 preventive care; to assist a family member (or person who is
138 like family to the employee) who is ill, injured, or has other
139 health-related needs, including preventive care; or for reasons
140 resulting from, or to assist a family member (or person who is
141 like family to the employee) who is a victim of, domestic
142 violence, sexual assault, or stalking. Additional information
143 on contractor requirements and worker protections under the EO
144 is available at www.dol.gov/whd/govcontracts.
145
146 Unlisted classifications needed for work not included within
147 the scope of the classifications listed may be added after
148 award only as provided in the labor standards contract clauses
149 (29CFR 5.5 (a) (1) (ii)).
150
151 -----
152
153
154
155 The body of each wage determination lists the classification
156 and wage rates that have been found to be prevailing for the
157 cited type(s) of construction in the area covered by the wage
158 determination. The classifications are listed in alphabetical
159 order of "identifiers" that indicate whether the particular
160 rate is a union rate (current union negotiated rate for local),
161 a survey rate (weighted average rate) or a union average rate
162 (weighted union average rate).
163
164 Union Rate Identifiers
165
166 A four letter classification abbreviation identifier enclosed
167 in dotted lines beginning with characters other than "SU" or
168 "UAVG" denotes that the union classification and rate were
169 prevailing for that classification in the survey. Example:
170 PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
171 the union which prevailed in the survey for this
172 classification, which in this example would be Plumbers. 0198
173 indicates the local union number or district council number
174 where applicable, i.e., Plumbers Local 0198. The next number,
175 005 in the example, is an internal number used in processing
176 the wage determination. 07/01/2014 is the effective date of the
177 most current negotiated rate, which in this example is July 1,
178 2014.
179

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

183

184 Survey Rate Identifiers

185

186 Classifications listed under the "SU" identifier indicate that
187 no one rate prevailed for this classification in the survey and
188 the published rate is derived by computing a weighted average
189 rate based on all the rates reported in the survey for that
190 classification. As this weighted average rate includes all
191 rates reported in the survey, it may include both union and
192 non-union rates. Example: SULA2012-007 5/13/2014. SU indicates
193 the rates are survey rates based on a weighted average
194 calculation of rates and are not majority rates. LA indicates
195 the State of Louisiana. 2012 is the year of survey on which
196 these classifications and rates are based. The next number, 007
197 in the example, is an internal number used in producing the
198 wage determination. 5/13/2014 indicates the survey completion
199 date for the classifications and rates under that identifier.

200

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

203

204 Union Average Rate Identifiers

205

206 Classification(s) listed under the UAVG identifier indicate
207 that no single majority rate prevailed for those
208 classifications; however, 100% of the data reported for the
209 classifications was union data. EXAMPLE: UAVG-OH-0010
210 08/29/2014. UAVG indicates that the rate is a weighted union
211 average rate. OH indicates the state. The next number, 0010 in
212 the example, is an internal number used in producing the wage
213 determination. 08/29/2014 indicates the survey completion date
214 for the classifications and rates under that identifier.

215

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

220

221

222

223 -----

224

225 WAGE DETERMINATION APPEALS PROCESS

226

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

229

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

235

236 On survey related matters, initial contact, including requests
237 for summaries of surveys, should be with the Wage and Hour
238 Regional Office for the area in which the survey was conducted
239 because those Regional Offices have responsibility for the
240 Davis-Bacon survey program. If the response from this initial

241 contact is not satisfactory, then the process described in 2.)
242 and 3.) should be followed.

243
244 With regard to any other matter not yet ripe for the formal
245 process described here, initial contact should be with the
246 Branch of Construction Wage Determinations. Write to:

247
248 Branch of Construction Wage Determinations
249 Wage and Hour Division
250 U.S. Department of Labor
251 200 Constitution Avenue, N.W.
252 Washington, DC 20210

253
254 2.) If the answer to the question in 1.) is yes, then an
255 interested party (those affected by the action) can request
256 review and reconsideration from the Wage and Hour Administrator
257 (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

258
259 Wage and Hour Administrator
260 U.S. Department of Labor
261 200 Constitution Avenue, N.W.
262 Washington, DC 20210

263
264 The request should be accompanied by a full statement of the
265 interested party's position and by any information (wage
266 payment data, project description, area practice material,
267 etc.) that the requestor considers relevant to the issue.

268
269 3.) If the decision of the Administrator is not favorable, an
270 interested party may appeal directly to the Administrative
271 Review Board (formerly the Wage Appeals Board). Write to:

272
273 Administrative Review Board
274 U.S. Department of Labor
275 200 Constitution Avenue, N.W.
276 Washington, DC 20210

277
278 4.) All decisions by the Administrative Review Board are final.

279
280 =====

281
282 END OF GENERAL DECISION