# REQUEST FOR QUOTE



# INTERIOR RENOVATIONS

Latimer Manor
Units 5-1, 23-5, 25-5
100 Lorick Circle
Columbia, SC

# **PROPOSAL DUE DATE:**

Thursday, November 17, 2020 2:00 PM Local Time

# <u>RFQ</u>

SOLICITATION TYPE:	REQUEST FOR QUOTE
DESCRIPTION:	INTERIOR RENOVATIONS
SOLICITATION TITLE:	L/M INTERIOR RENOVATIONS
ISSUE DATE:	NOVEMBER 2, 2020
PRE-BID SITE VISIT:	NOVEMBER 10, 2020 10AM
QUESTION DEADLINE:	NOVEMBER 12, 2020
ANSWER DEADLINE:	NOVEMBER 13, 2020
SUBMITTAL DUE DATE:	NOVEMBER 17, 2020 2PM
PROPOSAL SUBMITTAL PLA	ACE:
	using Authority of the City of Columbia, SC dam Dalenburg: Manager Capital Assets 1917 Harden Street Columbia, South Carolina 29204
Respectfully,	
Mr. Adam Dalenburg Manager Capital Assets	

#### **Request for Quote**

Interior Renovations 100 Lorick Circle Units 5-1, 23-5, 25-5 Columbia, SC

Columbia Housing will receive submittals for: **Interior Renovation** located at **100 Lorick Circle, Columbia, SC**. All quantities and measurements are the responsibility of the contractor.

Project is to be completed within **Sixty (60)** calendar days from the execution of the Task Order. Liquidated damages for this project are set at \$150.00 (one hundred fifty dollars) per day for each day beyond the contractual date of complication.

A site visit has been scheduled for **November 10**, **2020** @ **10 AM**. The site visit is suggested, but not mandatory.

Bids will be on a lump sum basis. No conditions can be included in the bid. Bids must be based solely on the RFP/RFQ and all subsequently issued addenda. Conditional bids will be rejected without further consideration. Columbia Housing shall have the right to reject any or all bids and to waive minor technicalities and irregularities in the bidding process.

RFP/RFQ may be obtained by downloading them from the Columbia Housing Website: <a href="https://www.columbiahousingsc.org/procurement-postings">https://www.columbiahousingsc.org/procurement-postings</a>

Submissions may be submitted hard copy or electronically via a "jump/thumb drive". All submissions must be enclosed a in an envelope and place in the drop box in front of the Main Office of Columbia Housing Authority located at 1917 Harden St. Columbia, SC 29204. The envelope must be address to: Adam Dalenburg Manager Capital Assets and marked with:

- Solicitation Description/Title
- Submittal Due Date

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

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

The following will be required upon contract signing:

- 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

Prior to Contract Execution, the awardee shall furnish on forms provided by or in a format acceptable to the Owner the following documents:

- Subcontractor and Supplier List(s)
- 100 % Performance and Payment Bonds (Contracts exceeding \$250,000)

# 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 a monthly invoice to the Manager of Capital Assets. The invoice must clearly identify the billing period, invoice number, amount of work performed during the billing period, stored material (if any), and amount of work left to be performed on the contract. Accompanied must be Certified Payroll form HUD WH-347 when the contract exceeding \$2,000. (See Davis Bacon)

#### **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.

#### **INQUIRIES**

Direct all technical inquiries to:
Mr. Adam Dalenburg
Manager Capital Assets
adalenburg@columbiahousingsc.org
803-722-0130

Direct all other inquiries to:
Mr. Brian Graber
Contract Specialist
bgraber@columbiahousingsc.org
803-622-3374

#### **GENERAL**

- Upon receipt of executed Task Order or Notice to Proceed date, the contractor shall be responsible for security of the work sites and for the cost and repair of any damage due to vandalism. This responsibility shall extend until the date of Final Acceptance of the work by the owner
- The contractor shall be responsible for the daily and continuous removal of all debris from the site. The stockpiling of waste material in and around the site is prohibited unless the material is contained in a permitted waste disposal vessel. All debris and excess materials removed from the site shall be disposed of in an approved solid waste facility
- At completion of the work and prior to a request for final inspection by the Owner, contractor shall thoroughly clean the inside and outside areas of the project locations to remove all construction related debris
- Contractor shall provide at least 2 contact personnel who will be available and capable of answer to Columbia Housing personnel

#### **RELATED DOCUMENTS**

- Plans N/A
- Specifications https://www.columbiahousingsc.org/procurement-forms
- Davis Bacon wage determination

#### ITEMS OF WORK UNIT

## **Apartment 5-1**

- Walls
  - 1. Prep, prime and paint all interior walls
- Ceiling
  - 1. Prep, prime and paint all interior ceilings
- Flooring
  - 1. Clean and prepare floors for installation of LVP Flooring
  - 2. Install new LVP Flooring (Earth Werks Rapture Plank SPR712) per manufactures
  - 3. Install new 4" wooden base with 1/4 round
  - 4. Prep, prime and paint new base
- Doors
  - 1. Install 3 solid core interior doors and associated hardware
- Electrical
  - 1. Install new light fixture in kitchen
  - 2. Install new light fixture in bathroom
  - 3. Install new smoke detectors per code
- Plumbing

- 1. NA
- HVAC
  - 1. N/A
- Kitchens
  - 1. Replace all kitchen cabinets with like kind, matching existing lay out
  - 2. Replace kitchen countertops with like kind to match existing
  - 3. Replace kitchen sink and faucet with like kind to match existing
- Bathrooms
  - 1. N/A
- Windows
  - 1. Replace 2 3.0 x 5.0 windows
- Exterior
  - 1. N/A
- Final Cleaning of Unit

#### ITEMS OF WORK UNIT

# Apartment 23-5

- Walls
  - 1. Prep, prime and paint all interior walls
- Ceiling
  - 1. Prep, prime and paint all interior ceilings.
- Flooring
  - 1. Clean and prepare floors for installation of LVP flooring
  - 2. Install new LVP Flooring (Earth Werks Rapture Plank SPR712) per manufactures specifications
  - 3. Install new 4" wooden base with 1/4 round
  - 4. Prep, prime and paint new base and 1/4 round trim
- Electrical
  - 1. Install new light fixture in kitchen
  - 2. Install new light fixture in bathroom
  - 3. Install new smoke detectors per code

#### **ITEMS OF WORK UNIT**

#### **Apartment 25-5**

- Walls
  - 1. Prep, prime and paint all interior walls
- Ceiling
  - 1. Prep, prime and paint all interior ceilings.

- Flooring
  - 1. Clean and prepare floors for installation of LVP flooring
  - 2. Install new LVP Flooring (Earth Werks Rapture Plank SPR712) per manufactures specifications
  - 3. Install new 4" wooden base with 1/4 round
  - 4. Prep, prime and paint new base and 1/4 round trim
- Repair or Replace 1- 3.0 x 5.0 windows
- Install new smoke detectors in entire unit
- Final Cleaning of Unit.

# **WORK SEQUENCE**

• N/A

# **REQUIRED INSURANCE LIMIT**

The selected respondent shall provide a certification of insurance, which meets or exceeds the following limits and lists The Housing Authority of the City of Cayce, 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 GE	NERAL LIABILITY:
Bodily Injury and	\$100,000 ea. person – Premise & Operations
Personal Injury	\$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 A	UTOMOBILE LIABILITY**
(Includes owned, non-o	owned, hired)
(A)Bodily Injury	\$150,000 ea. person
(2) 2	\$300,000 ea. Occurrence
(B) Property Damage	\$ 50,000 ea. Accident

<sup>\*</sup> Shall be carried for a minimum of one (1) year after completion of the Agreement.

<sup>\*\*</sup> Coverage shall include owned, non-owned, and hired automobiles

#### 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.

Davis Bacon wage determination included.

### **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.

#### **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 (Notary Public) My Commission expires:

# Certification for a Drug-Free Workplace

Χ

# 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 Authoriz the Department of Housing and Urban Development (HUD) regard		
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	e. after ploy Emp ing ploy who unle receinum f. days to ar emp requirily provenso	(1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her convictor a violation of a criminal drug statute occurring in the splace no later than five calendar days after such convictions. Notifying the agency in writing, within ten calendar days receiving notice under subparagraph d.(2) from an employer of convicted employees must provide notice, includents of convicted employees must provide notice, includents in title, to every grant officer or other designee on see grant activity the convicted employee was working as the Federalagency has designated a central point for the pt of such notices. Notice shall include the identification ber(s) of each affected grant;  Taking one of the following actions, within 30 calendar of receiving notice under subparagraph d.(2), with respect ty employee who is so convicted  (1) Taking appropriate personnel action against such an oyee, up to and including termination, consistent with the irrements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorin a drug abuse assistance or rehabilitation program aped for such purposes by a Federal, State, or local health, law recement, or other appropriate agency;
employee will	_	Making a good faith effort to continue to maintain a drug workplace through implementation of paragraphs a. thru f
2. Sites for Work Performance. The Applicant shall list (on separate part HUD funding of the program/activity shown above: Place of Perfor Identify each sheet with the Applicant name and address and the program of th	mance s	nall include the street address, city, county, State, and zip code
Check here if there are workplaces on file that are not identified on the atta		
I hereby certify that all the information stated herein, as well as any inf <b>Warning:</b> HUD will prosecute false claims and statements. Conviction ma (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)		-
Name of Authorized Official	Title	
Signature		Date

# **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.

<del></del>	_ (Initial) Vendor hereby gran	ts the Piggyback o	ption for this solicitation.	
	_ (Initial) Vendor does not gra	ant the Piggyback o	option for this solicitation.	
M I				
vendor:				
Name of Authorize	d 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

Modification Number Publication Date 0 01/03/2020

SUSC2016-003 10/18/2017

Rates Fringes

under the EO is available at www.dol.gov/whd/govcontracts.

CARPENTER.....\$ 14.53 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.

\_\_\_\_\_

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.

END OF GENERAL DECISION