



**ADVERTISEMENT FOR BIDS FOR INTERIOR FOLDING ACCORDION DOORS**

**AT HIGHLAND ACTIVITY CENTER**

**CHARTER TOWNSHIP OF HIGHLAND**

**Issued August 15<sup>th</sup> 2024**

**Submission Deadline is 4:00pm on September 25<sup>th</sup>**

**Objective:**

The Charter Township of Highland is currently seeking competitive bids to replace two existing accordion doors at the Highland Activity Center located at 209 N. John Street, Highland, MI.

**Project Timeline:**

Bid Issued:	August 15 <sup>th</sup> , 2024
Mandatory Pre-Bid Meeting:	August 27 <sup>th</sup> , 2024 at 10am
Deadline for email clarification:	September 5 <sup>th</sup> , 2024 at 5:00pm
Clarification response posted:	September 13 <sup>th</sup> , 2024
Sealed Bid Due Date:	September 25 <sup>th</sup> , 2024 at 4:00pm
Opening of Bids Date:	September 25 <sup>th</sup> , 2024 at 4:05pm
Bids submitted to Board of Trustees:	October 7, 2024 at 6:30pm

All bids shall conform to specifications on file in the Clerk's Office. Bidders must submit complete and detailed description of goods or services. The Township reserves the right to alter or change specifications and to reject any or all bids received or to waive any informality in bidding. The Township also reserves the right not to open bids at the designated meeting and to extend the bidding period.

## Proposal Submission

1. In order to be considered in the selection process, interested parties must attend a mandatory site walk through on August 27<sup>th</sup> at 10am
2. **Interested parties shall submit a copy of their bid in a sealed envelope by 4:00pm, Wednesday, September 25, 2024 to:**

Charter Township of Highland  
Clerks Office  
RE: Bid for Activity Center Wall/Door Partitions  
205 N. John Street,  
Highland, MI 48357

3. A copy of your insurance **must** be included with your submission, or you will be fortified from the bidding process.
4. Bonding Requirements See Attachment C
5. This is a Federally Funded project. The Contractor and Subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), the Davis-Bacon Act, Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Bid Documents. This municipality is an equal opportunity employer, businesses owned by women or minorities are strongly encouraged to bid.

Visit link for additional information: <https://www.oakgov.com/community/neighborhood-housing-development/grants-funding/community-development-block-grants-cdbg-contractors>

6. The Charter Township of Highland reserves the right to reject any and all responses resulting from their RFB Late responses will not be accepted and will be returned to the submitting company unopened.
7. The Proposal shall be signed by an official authorized to bind the firm and shall expressly state the Bid is valid for a minimum of 90 days.
8. The Charter Township of Highland is not responsible for any costs incurred by the firm in preparing or submitting the RFB Proposal.
9. The Charter Township of Highland is a tax-exempt entity. All proposals should reflect no sales tax included in the final submission.
10. Email Clarifications: The Charter Township of Highland intends to communicate with contractors via email (example: clarifications and addendums). Except for the delivery of the proposal itself. Questions regarding RFP must be submitted to Cassie Blascyk at [blascykc@highlandtwp.org](mailto:blascykc@highlandtwp.org) by September 5<sup>th</sup> at 5:00pm with a Subject line: **Activity Center Folding Accordion Doors**. All responses will be posted on the Townships website. It is each Contractor's responsibility to check the Townships website prior to the RFB Due Date to ensure that it has received all of the information, including, but not limited to, all Addendums to this RFB.

## Insurance:

### INSURANCE REQUIREMENTS

The Contractor and all subcontractors shall have the following insurance prior to the Contract being signed by the Township and shall maintain that insurance for all times and work covered by the Contract. Written proof of such insurance shall be provided to the Township Clerk in the form of Certificates of Insurance. Insurance shall be with companies licensed and authorized to do business in the State of Michigan with an AM Best rating of A or higher.

**Workers' Compensation Insurance:** Workers' Compensation Insurance, including Employers' Liability Insurance Coverage for all persons employed with statutory liability limits and in accordance with all applicable State and Federal laws.

**Commercial General Liability Insurance:** Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate for Personal Injury, Bodily Injury, and Property Damage. Coverage shall include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Liability; (D) Broad Form General Liability Extensions or equivalent; and (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions.

**Motor Vehicle Liability:** Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

**Pollution Liability:** If required by the Service Specifications, Pollution Liability Insurance for sudden and accidental environmental contamination with limits of liability of not less than \$ \_\_\_\_\_ per occurrence and \$ \_\_\_\_\_ aggregate for Personal Injury, Bodily Injury, and Property Damage, including, but not limited to mitigation, transportation, storage, and removal of all hazardous waste.

**Excess/Umbrella Coverage:** A policy of Excess or umbrella liability insurance may be relied on to satisfy the minimum limits of any required liability coverage that are not provided by the specified liability policy.

**Additional Insured:** Commercial General Liability, Motor Vehicle Liability, and Pollution Liability Insurance shall include an endorsement of the Charter Township of Highland and its officials, employees, volunteers and agents as primary, noncontributory additional insureds.

**Notices to Township:** All required insurance policies shall include an endorsement providing prior written notice to the Township at the address below of a termination, cancellation, non-renewal, or material change in coverage, with such endorsements to be confirmed on the Certificates of Insurance provided to the Township. Charter Township of Highland, Attn: Clerk, 205 North John Street, Highland, MI 48357.

**Vendor Responsibilities:**

- Vendor must provide a detailed overview of the warranty of product and workmanship of the areas.
- Vendor is responsible for the removal and disposal of the original doors
- Vendor shall be responsible to obtain waste containers for the removal of all its waste materials, rubbish and packing materials resulting from his/her operations.
- Vendor is responsible for a final prep of the area (this includes ensuring all work areas are clean and uniform).
- The contractor shall furnish labor, equipment and tools to supply and install two new interior wall partitions as specified at the Highland Activity Center, located at 209 N. John Street, Highland, MI 48357
- Contractor shall be responsible to repair any damage caused by removal of existing partition wall/doors and installation of new partition wall/doors.
- Contractor shall provide a current certificate of insurance showing general liability and workmen's comp insurance with their bid proposal.
- Contractor shall provide an adequate number of qualified, experienced personnel capable of performing the required work within the time frames set forth in Owner's schedule. All workmen and subcontractors performing work shall be skilled in their respective trades
- Bidders shall be a reputable, recognized organization with at least five years successful experience on work of this type. References of three (3) accounts now being serviced, for which comparable work has been performed, must be furnished. Failure to include references may be ample cause for rejection.
- The bidder shall be responsible for all final measurements.
- The Owner shall conduct a final inspection of project to assure that all work performed meets specification
- The Contractor must secure all equipment and materials at the site. Contractor shall be responsible for any and all damages to existing building or grounds, sustained as a result of work under this Contract, caused by either the installation of its work or in the delivery of materials and equipment for its use. The cost of repairing or replacing such damage shall be borne by the responsible Contractor. The repair or replacement work shall be done in a manner as to leave the facilities in the same condition as before the damage occurred, to the complete satisfaction of the Owner. The Contractor is responsible for all damages and losses until the installation has been completed and accepted by the Owner.
- Installer shall identify one person, acceptable to the Owner, who shall act as liaison with the Owner. This individual should have the authority to make decisions on behalf of the installer

**Exclusions:**

*State any exceptions you have to the terms of this RFP. If the Vendor response varies from the requirements of the RFP, clearly mark those differences. Your Response is a certification that you have thoroughly read the RFP and the anticipated format of this RFP and agree with their provisions, other than the exceptions noted in the Response.*

## **SPECIFICATIONS:** Manufacturer and product specifications for partition doors.



### Series 240 I Room Divider

Heights up to 10'-1" • Residential and commercial applications

No other accordion door on the market matches the flexibility of Woodfold's Series 240 doors, and no other is specified more often. This series delivers the high-use durability needed to successfully reconfigure space in homes, offices, schools and restaurants. Available in a wide range of contemporary finishes. Samples are available from our customer team or from your dealer.

#### **OVERVIEW**

- Default stack is left unless specified
- Standard thumbturn latch both sides
- Unfinished available (no warranty)

#### **SPECIFICATIONS**

**Panels:** 4-1/4" wide

**Laminate:** Wood grains, solid colors and textured Chalk laminated to MDF board (1/4" net)

**Factory finished hardwoods:** Hardwood veneers laminated to MDF board (1/4" net) with non-tinted finish

**Unfinished hardwood available:** No warranty

**Lead post:** 3/4" x 2-3/4" aluminum with ball-bearing rollers

**Latch:** Deadlatch with thumb turn two sides

**Stacking space:** 1-1/4" per foot plus 2-3/4" for each lead post

**Widths:** No limitations

**Wheels:** Ball-bearing wheels on steel axles

**Special Paint or Stain:** Available on MDF or veneers—sample required to match

**Full architectural specifications are available via our website: [www.woodfold.com/specs](http://www.woodfold.com/specs)**



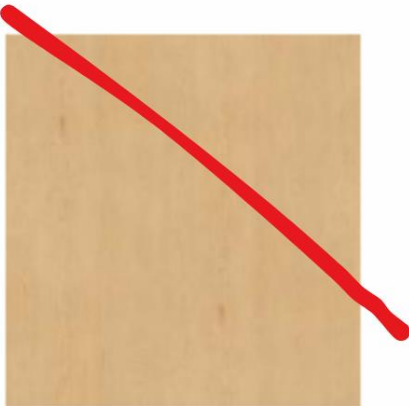


## LAMINATES

Series: 220, 240, 2100, 3300, 440, 540

Woodfold Laminate4s are bonded to a 1/4" thick MDF core, minor variations may occur. Woodfold reserves the right to change selections or specifications at any time without notice. Finishes for 4100 available on separate guide Ref: WVS4100

### Woodgrains & Textures



Maple



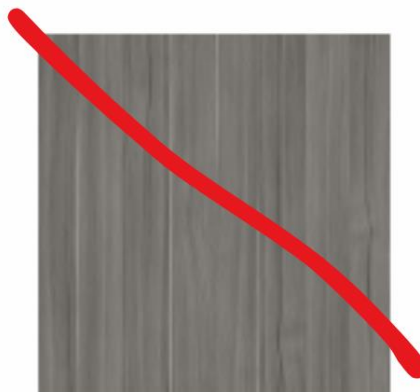
Cherry



Oak



Walnut



Driftwood



Chalk

# Bid Proposal Form-Activity Center Partition Wall Replacement

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ RFP valid for a minimum of 90 days

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

To furnish labor and materials for replacement of two interior partition wall/doors per specifications contained in these bidding documents. Upon acceptance of the proposal, no adjustments to the price may be made for the full term of the contract.

50'-0" x 10'-0" Woodfold Room Divider/ Partition, Color: Chalk- TOTAL: \$ \_\_\_\_\_

16'-0" x 86" Woodfold Room Divider/Partition, Color: Chalk- TOTAL: \$ \_\_\_\_\_

## Submission Checklist

- Bid Proposal Form
- Provide a detailed overview of the warranty of product and workmanship of the areas
- Bidders shall be a reputable, recognized organization with at least five years successful experience on work of this type. References of three (3) accounts now being serviced, for which comparable work has been performed, must be furnished. Failure to include references may be ample cause for rejection.
- References of three (3) accounts now being serviced, for which comparable work has been performed, must be furnished. Failure to include references may be ample cause for rejection.
- INSURANANCE CERTIFICATE INCLUDED
- ATTACHMENT B - SIGNED AND INCLUDED
- ATTACHMENT C - BID BOND INCLUDED
- This is a Federally Funded project. The Contractor and Subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), the Davis-Bacon Act, Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Bid Documents. This municipality is an equal opportunity employer, businesses owned by women or minorities are strongly encouraged to bid.

# ATTACHMENT B

## SWORN AND NOTARIZED AFFIDAVIT OF COMPLIANCE IRAN ECONOMIC SANCTIONS ACT Michigan Public Act No. 517 of 2012

All bidders must submit the following certification statement in compliance with Public Act No. 517 of 2012 (the "Iran Economic Sanctions Act") and attach this form to the bid.

**The Charter Township of Highland shall not accept any bid that does not include this sworn and notarized certification of statement.**

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the Bidder), pursuant to the compliance certification requirement provided in the Hartland Consolidated Schools Request for Proposal, hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, and that in the event the Bidder is awarded a contract as a result of the aforementioned Request for Proposal, the Bidder will not become an "Iran linked business" at any time during the course of performing the work or any services under the contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification is made, whichever is greater, the cost of the Hartland Consolidated Schools investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a Request for Proposal for three (3) years from the date it is determined that the person has submitted the false certification.

BIDDER'S FIRM NAME: \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

PRINTED NAME & TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF MICHIGAN COUNTY OF \_\_\_\_\_

Subscribe and sworn before me on this \_\_\_\_\_

Day of \_\_\_\_\_, 20\_\_\_\_, a Notary Public

In and for \_\_\_\_\_ County,

\_\_\_\_\_

Notary Public

My Commission expires \_\_\_\_\_



# Attachment C

## Oakland County CDBG Construction Bonding Requirements

### Required bid bond for all construction or facility improvement contracts or subcontracts:

1. A **bid guarantee** is required from each bidder equivalent to 5% of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified.
2. The above described bid guarantee or bid bond must be submitted at the time of the bid; If a contractor fails to deliver the required guarantee or bond, the bid will be rejected.

### Additional required bonds for construction or facility improvement contracts or subcontracts exceeding \$50,000.00:

1. A **performance bond** shall be delivered to the agency when the contract is executed on the part of the contractor for 100% of the contract price. A "performance bond" is executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
2. A **payment bond** (labor & material bond) shall be delivered to the agency when the contract is executed on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
3. The above described performance and payment bonds must be submitted at the time of contract signing when construction or facility improvement contracts or subcontracts exceed \$50,000.00.

"General Decision Number: MI20240095 07/26/2024

Superseded General Decision Number: MI20230095

State: Michigan

Construction Type: Building

County: Oakland County in Michigan.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

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If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: the contractor must pay all covered workers at least \$17.20 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 2024. |  
|\_\_\_\_\_|  
If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay all
extended on or after January	covered workers at least
30, 2022:	\$12.90 per hour (or the
applicable wage rate listed	
on this wage determination,	
if it is higher) for all	
hours spent performing on	
that contract in 2024.	
\_\_\_\_\_	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0 01/05/2024

1 01/19/2024

- 2 04/05/2024
- 3 05/31/2024
- 4 07/05/2024
- 5 07/12/2024
- 6 07/26/2024

ASBE0025-002 06/01/2023

Rates Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR.....\$ 37.98 34.27

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BOIL0169-001 01/01/2024

Rates Fringes

BOILERMAKER.....\$ 39.65 35.68

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BRMI0001-001 06/01/2022

Rates Fringes

BRICKLAYER.....\$ 38.87 25.18

TILE FINISHER.....\$ 30.75 22.67

TILE SETTER.....\$ 37.88 22.67

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CARP0687-003 06/01/2023

Rates Fringes

CARPENTER (Including

Acoustical Ceiling

Installation, Drywall

Hanging, Form Work, Metal

Stud Installation & Scaffold

Building).....\$ 40.98      30.22

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\* CARP1045-001 06/01/2024

                 Rates      Fringes

CARPENTER (Floor Layer -

Carpet, Resilient, & Vinyl

Flooring).....\$ 34.09      20.81

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\* CARP1102-002 06/01/2024

                 Rates      Fringes

MILLWRIGHT.....\$ 36.47      40.52

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ELEC0058-011 07/02/2022

                 Rates      Fringes

ELECTRICIAN

Excludes Alarm

Installation & Low Voltage

Wiring.....\$ 44.34      24.91

Low Voltage Wiring

Installer.....\$ 31.58      14.72

Technician.....\$ 39.33      14.95

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ELEV0036-002 01/01/2024

Rates Fringes

ELEVATOR MECHANIC.....\$ 62.36 37.885+a+b

FOOTNOTES:

A. PAID HOLIDAYS: New Years Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

B. Employer contributes 8% basic hourly rate for 5 years or more of service of 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

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ENGI0324-017 06/01/2024

Rates Fringes

OPERATOR: Power Equipment

GROUP 1.....	\$ 49.54	25.35
GROUP 2.....	\$ 48.04	25.35
GROUP 3.....	\$ 46.54	25.35
GROUP 4.....	\$ 46.24	25.35
GROUP 5.....	\$ 45.42	25.35
GROUP 6.....	\$ 44.56	25.35
GROUP 7.....	\$ 43.59	25.35
GROUP 8.....	\$ 41.88	25.35
GROUP 9.....	\$ 31.79	25.35

## FOOTNOTES:

Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, \$.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, \$.25 per hour additional to the applicable crane operator rate.

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom and jib or leads 400' or longer

GROUP 2: Crane with boom and jib or leads 300' or longer

GROUP 3: Crane with boom and jib or leads 220' or longer

GROUP 4: Crane with boom and jib or leads 140' or longer

GROUP 5: Crane with boom and jib or leads 120' or longer

GROUP 6: Regular crane operator, and concrete pump with boom operator

GROUP 7: Backhoe/Excavator/Trackhoe, bobcat/skid Loader, broom/sweeper, bulldozer, grader/blade, highlift, hoist, loader, roller, scraper, tractor & trencher

GROUP 8: Forklift & extend-a-boom forklift

GROUP 9: Oiler



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IRON0025-019 06/01/2024

Rates      Fringes

IRONWORKER

REINFORCING.....\$ 33.43      37.15

STRUCTURAL.....\$ 35.55      35.83

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IRON0025-022 06/01/2022

Rates      Fringes

IRONWORKER STRUCTURAL (Metal

Building Erection Only).....\$ 25.81      26.43

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LABO0259-002 08/01/2023

Rates      Fringes

LABORER: Asbestos Abatement

(Removal from Floors, Walls &

Ceilings).....\$ 34.53      15.47

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LABO0334-005 06/01/2024

Rates      Fringes

LABORER: Landscape &

Irrigation

GROUP 1.....\$ 28.60      11.60

GROUP 2.....\$ 26.34      11.60

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer, skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

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LABO1076-003 06/01/2024

Rates      Fringes

LABORER

Common or General; Grade

Checker; Mason Tender -

Brick/Cement/Concrete;

Pipelayer; Sandblaster.....\$ 35.34      17.75

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PAIN0022-003 06/01/2022

Rates      Fringes

PAINTER: Brush and Roller.....\$ 32.85      20.41

PAINTER: Drywall

Finishing/Taping.....\$ 32.85      20.41

PAINTER: Spray.....\$ 26.86      17.66

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PAIN0357-002 06/01/2023

Rates Fringes

GLAZIER.....\$ 38.66 20.98

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided that the employee has worked the last full regular scheduled work day prior to the holiday, and the first full regular scheduled work day following the holiday, provided the employee is physically able to work.

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PLAS0067-001 04/01/2014

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 30.63 14.07

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PLAS0067-004 04/01/2014

Rates Fringes

PLASTERER.....\$ 30.63 14.07

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PLUM0098-001 06/01/2023

Rates Fringes

PLUMBER, Excludes HVAC Pipe  
and Unit Installation.....\$ 35.79 28.28

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PLUM0636-011 06/05/2023

Rates Fringes

PIPEFITTER (Includes HVAC  
Pipe Installation; Excludes  
HVAC System Installation).....\$ 44.70 35.37

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ROOF0149-001 07/01/2021

Rates Fringes

ROOFER.....\$ 38.16 25.91

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SFMI0704-001 08/01/2023

Rates Fringes

SPRINKLER FITTER (Fire  
Sprinklers).....\$ 49.16 32.86

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SHEE0080-001 06/01/2024

Rates Fringes

SHEET METAL WORKER, Includes  
HVAC Duct and Unit  
Installation.....\$ 42.51 35.77

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TEAM0247-001 06/01/2024

Rates Fringes

TRUCK DRIVER

GROUP 1

Flatbed; Pickup; Dump &

Tandem.....\$ 30.35 0.70+a+b

GROUP 2

Semi.....\$ 30.50 0.70+a+b

GROUP 3

Lowboy.....\$ 30.60 0.70+a+b

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE:

a. \$456.70 per week, plus \$67.10 per day.

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\* SUMI2011-020 02/01/2011

Rates Fringes

ELECTRICIAN (Alarm

Installation).....\$ 24.31 5.53

INSTALLER - OVERHEAD DOOR.....\$ 27.98 0.00

IRONWORKER, ORNAMENTAL.....\$ 18.48 7.93

TRUCK DRIVER: Tractor Haul

Truck.....\$ 13.57 \*\* 1.18

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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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.

#### State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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## 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 National Office because National Office has 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"