

## **ADDENDUM #2**

**July 26, 2021**

### **RE: ATV Sprinkler Project**

NOTICE TO ALL KNOWN PLANHOLDERS AND BIDDERS:

This Addendum, dated 26 July 2021, is issued by the Owner to all known individuals, firms, or corporations who have obtained or received drawings and specification for the above referenced project.

THIS ADDENDUM SHALL BE MADE PART OF THE CONTRACT PLANS AND SPECIFICATIONS. THE ORIGINAL CONTRACT DOCUMENTS REMAIN IN FULL FORCE AND EFFECT AS REVISED BY THE FOLLOWING CHANGES WHICH TAKE PRECEDENCE OVER ANYTHING TO THE CONTRARY.

BIDDERS SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE APPROPRIATE SPACE PROVIDED ON THE BID FORM.

THIS ADDENDUM CONSISTS OF 17 PAGES.

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#### **Item 1: Notes from Pre-bid meeting/walk through:**

- Some discrepancies were noted in the letter from fire marshal Carie Dann. We have called Carie and clarify the requirements as follows. A 2.5" FDC is required at the south facing wall near the west edge of the building. This is where the water service enters the basement. And the sprinkler system should be monitored by the existing alarm system. The alarm system contact is Adam at Dictoguard, 970-356-5612
- The bid proposal form asks for a schedule of time to construct the sprinkler system. ATV will arrange to move out of the building for that period of time.
- Background checks are required for all personnel that will be on site at any time. ATV will cover costs for background checks. Name and email addresses for all workers will need to be provided to ATV.
- A contractual format is attached to this addendum.
- The current Davis-Bacon wages are attached to this addendum.
- The bid will be a fixed price, lump-sum bid (see attached bid proposal sheet).
- The project DOES NOT fall under the jurisdiction of the "Buy American" (AIS) requirement.
- The bidders may re-visit the project site before the bid due date. Please call Kari Clark at 970-669-5150 ext. 105 to arrange.
- The contractor will design the sprinkler system, submit for city required permits, and respond to city comments. ATV will pay the city for all fees and permits.
- The contractor will assign a project superintendent that must be on site at all times any work is being performed. The superintendent will report progress daily to either the Facilities and Office Manager, the Executive Director, or the Board President, or anyone else as assigned by the Executive Director.
- The basement is unfinished and rough looking in parts. The basement will remain unfinished after the sprinkler project is complete. Additional work that may be advantageous to the future finish and remodel work should not be included in this bid. Such additional work may be considered and negotiated after this bid.

#### **Item 2: Initial Questions and answers:**

1. Q. The base bid for the bid will be just the fire sprinklers?  
A. **Yes**
2. Q. Alternates that were discussed.
  - a. Demo the basement bathroom wall and the partial staircase behind the wall. This will allow for one sprinkler in this room. The wall to the staircase should also be demolished?
  - b. The wall with the access hole will be demolished?  
A. **We will need to discuss after the bid when we know the probable cost of the sprinklers.**
3. Q. The other basement rooms will remain as they are?  
A. **Yes**
4. Q. Check the size of the tanks to verify if the current openings are large enough. If the opening(s) are not large enough, include an alternate to saw cut the opening and install a steel lintel. Lintel size to be verified by structural engineer later?
5. Q. The stand pipe will be brought up through the chase in the kitchen adjacent to the freezer. An additional chase may be required?  
A. **ok**
6. Q. There is a concern that if the pipe is exposed this may pose a safety concern. Please verify if we should include recess the pipe (where possible) &/or build soffits to take care of this issue?  
A. **We would prefer to avoid all sheetrock work including chases, soffits, or recessing pipes in ceilings until after we get the bid.**
7. Q. Please verify if safety covers or wire cages should be included to protect the sprinkler heads from being hit?  
A. **Safety covers or cages should be provided only if they are required by codes.**
8. Q. The beds in front of the house will probably need to be removed to install the FDC?  
A. **These can removed. We are unsure that will be necessary. If the FDC pipe is near the basement ceiling it will probably daylight above the flower beds. We will ask the Fire Battalion Chief about whether she can crawl across the flower beds to get to the FDC.**
9. Q. We will be onsite on July 27<sup>th</sup> to review layout. Please verify 9am is an acceptable time?  
A. **Yes**
10. Q. It was agreed that fire sprinklers are required in the bathrooms for safety concerns.  
A. **This has not been fully determined and can be assessed after the initial bid.**

**Item 3: Fire System NFPA 13D (attached)**

**Item 4: Sprinkler Bid Form (attached)**

**Item 5: Construction Contract Format (attached)**

**Item 6: Davis Bacon Wage Determination**

## Fire System NFPA 13D

Carie Dann <[Carie.Dann@lfra.org](mailto:Carie.Dann@lfra.org)> wrote:

Good afternoon.

I discussed your project with Division Chief Ned Sparks, and he's agreed that we would accept a "modified NFPA 13D" fire-sprinkler system at ATV, in lieu of an NFPA 13R system. The 13D system is designed to protect single-family homes and duplexes. It is not required to be monitored by a fire-alarm system, nor have a fire line to or fire department connection on the building. Instead of a fire line, the water is supplied by a permanent water tank and a small pump, which activates if a sprinkler is discharged.

What we would accept is a system designed according to NFPA 13D (which is very similar in design to the 13R system, e.g., not requiring coverage in larger closets or bathrooms), and instead of the fire line, we'd allow a permanent water tank with a 15-minute water supply and a pump. We'd also require a 2.5-inch fire department connect (FDC) and that the sprinkler system be monitored, which would be easy because there's an existing fire-alarm system.

I think this is a win for all involved – the building can be protected by fire sprinklers, but at a reduced cost. It's not something we typically do (allowing a 13D system in a multi-family building) but we feel the building is not much larger than a single-family home, and is in need of automatic fire suppression.

Let me know what else you might need.

**Carie Dann**

***Battalion Chief/Deputy Fire Marshal***

Loveland Fire Rescue Authority

Community Safety Division

**PROPOSAL/ BID FORM**

**TO:** ALTERNATIVES TO VIOLENCE, INC.

**PROJECT TITLE:** FIRE SUPPRESSION SPRINKLER SYSTEM- MODIFIED NFPA 13D

**BIDDER:**

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

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

Contact Person: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

The undersigned bidder, having investigated all matters relevant to the project and having read and examined the specifications and associated documents for the above-designated project, does hereby propose to perform the work and provide the services set forth in this proposal.

Bidder accepts all of the terms and conditions of the Invitation for Bid and instructions to bidders. This bid will remain subject to acceptance for thirty (30) days after the day of bid opening. Bidder will sign and submit the agreements with other documents required by the bidding requirements within ten (10) days after the date of the owner's Notice of Award.

The bidder agrees to accept as full payment for the work proposed under this project, as herein specified and as shown on the drawings, based upon the undersigned's own estimate of quantities and costs, the amount of:

\_\_\_\_\_ DOLLARS \$\_\_\_\_\_  
(words)

**BID COST:** For that portion of the work identified as **CONTRACTED WORK**

**PROPOSED SCHEDULE (Calendar Days):** \_\_\_\_\_

Bidder's Initials: \_\_\_\_\_

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

## ***CONSTRUCTION CONTRACT***

This Construction Contract (the "Contract" or "Agreement") is made as of \_\_\_\_\_ (the "Effective Date") by and between Alternatives to Violence, Inc. of 541 East 8th Street, Loveland, Colorado 80537, and ***Contracted Company***, of ***company address***.

***Contracted Company***, desires to provide Construction services to Alternatives to Violence, Inc. and Alternatives to Violence, Inc. desires to obtain such services from ***Contracted Company***, Inc.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_, ***Contracted Company***, will provide to Alternatives to Violence, Inc. the following services (collectively, the "Services"):

***Block for description of work to be done.***

**2. SCOPE OF WORK.** ***Contracted Company***, will provide all services, materials and labor for the construction of Residential house described above at the property of Alternatives to Violence, Inc. located at: ***address*** Loveland, Colorado, 80537 hereinafter referred to as ("Worksite").

This includes building and construction materials, necessary labor and site security, and all required tools and machinery needed for completion of construction.

***Contracted Company*** is only responsible for furnishing any building improvements related to construction of the structure, but not related to landscaping, grading, walkways, painting, sewer or water systems, steps, driveways, patios and aprons, etc., unless they are specifically agreed to in writing.

**3. PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS.** Alternatives to Violence, Inc. will make available to ***Contracted Company***, all plans, specifications, drawings, blueprints, and similar construction documents necessary for ***Contracted Company*** to provide the Services described herein. Any such materials shall remain the property of Alternatives to Violence, Inc. ***Contracted Company*** will promptly return all such materials to Alternatives to Violence, Inc. upon completion of the Services.

**4. COMPLIANCE WITH LAWS.** ***Contracted Company*** shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

**5. WORK SITE.** Alternatives to Violence, Inc. warrants that Alternatives to Violence, Inc. owns the property herein described and is authorized to enter into this contract. Prior to the start of construction, Alternatives to Violence, Inc. shall provide an easily accessible building site, which meets all zoning requirements for the structure, and in which the boundaries of Alternatives to Violence, Inc.'s property will be clearly identified by stakes at all corners of the property. Alternatives to Violence, Inc. shall maintain these stakes in proper position throughout construction.

**6. MATERIALS AND/OR LABOR PROVIDED.** *Contracted Company* shall provide to Alternatives to Violence, Inc. a List of each and every party furnishing materials and/or labor to *Contracted Company*, as part of the Services, and the dollar amounts due or expected to be due with regards to provision of the Services herein described. This List of materials and/or labor shall be attached to this Agreement as Exhibit A. *Contracted Company* declares, under the laws of the State of Colorado, that this List is a true and correct statement of each and every party providing materials and/or labor as part of the Services herein described.

*Contracted Company* may substitute materials only with the express written approval of Alternatives to Violence, Inc., provided that the substituted materials are no lesser quality than those previously agreed upon by Alternatives to Violence, Inc. and *Contracted Company*.

**7. PAYMENT.** Payment shall be made to *Contracted Company, and Address of Contracted Company*, in the amount of \$ *xxxx* upon completion of the services described in this Agreement.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Alternatives to Violence, Inc. shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Alternatives to Violence, Inc. fails to pay for the Services when due, *Contracted Company* has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Agreement and/or seek legal remedies.

**8. TERM.** *Contracted Company* shall commence the work to be performed within 30 days of \_\_\_\_\_ and shall complete the work on or before \_\_\_\_\_, time being of the essence of this contract.

Upon completion of the project, Alternatives to Violence, Inc. agrees to sign a Notice of Completion within ten (10) days after the completion of the contract. If the project passes its final inspection and Alternatives to Violence, Inc. does not provide the Notice, *Contracted Company* may sign the Notice of Completion on behalf of Alternatives to Violence, Inc..

**9. PERMITS.** Alternatives to Violence, Inc. shall obtain all necessary building permits. *Contracted Company* shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work, the cost thereof shall be included as part of the Payment to *Contracted Company* under this Contract.

**10. INSURANCE.** Before work begins under this Contract, *Contracted Company* shall furnish certificates of insurance to Alternatives to Violence, Inc. substantiating that *Contracted Company* has placed in force valid insurance covering its full liability under the Workers' Compensation laws of the State of Colorado and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction related accident and property damage incurred in rendering the Services.

**11. CONFIDENTIALITY.** *Contracted Company*, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of *Contracted Company*, or divulge, disclose, or communicate in any manner, any information that is proprietary to Alternatives to Violence, Inc. *Contracted Company*, and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, *Contracted Company*, will return to Alternatives to Violence, Inc. all records, notes, documentation and other items that were used, created, or controlled by *Contracted Company* during the term of this Contract.

**12. WARRANTY.** *Contracted Company* shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in *Contracted Company*, community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to *Contracted Company* on similar projects. *Contracted Company* shall construct the structure in conformance with the plans, specifications, and any breakdown and binder receipt signed by *Contracted Company* and Alternatives to Violence, Inc.

**13. FREE ACCESS TO WORKSITE.** Alternatives to Violence, Inc. will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. *Contracted Company* will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. *Contracted Company*, also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

**14. UTILITIES.** Alternatives to Violence, Inc. shall provide and maintain water and electrical service, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the building constructed under this Agreement after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover. Alternatives to Violence, Inc. shall, at Alternatives to Violence, Inc.'s expense, connect sewage disposal and water lines to said building prior to the start of construction, and at all times maintain sewage disposal and water lines during construction as applicable. Alternatives to Violence, Inc. shall permit *Contracted Company* to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

**15. INSPECTION.** Alternatives to Violence, Inc. shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at Alternatives to Violence, Inc.'s expense.

**16. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure of Alternatives to Violence, Inc. to make a required payment when due.
- b. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.
- c. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.
- d. The failure of Alternatives to Violence, Inc. to make the building site available or the failure of *Contracted Company*, to deliver the Services in the time and manner provided for in this Agreement.

**17. REMEDIES.** In addition to any and all other rights a party may have available according to law of the State of Colorado, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have 10 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 10 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

**18. FORCE MAJEURE.** If performance of this Contract or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the



reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**19. ENTIRE AGREEMENT.** This Contract contains the entire Agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Agreement. Any amendments must be in writing and signed by each party. This Agreement supersedes any prior written or oral agreements between the parties.

**20. SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**21. AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by each party.

**22. GOVERNING LAW.** This Agreement shall be construed in accordance with, and governed by the laws of the State of Colorado, without regard to any choice of law provisions of Colorado or any other jurisdiction.

**23. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**24. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**25. ADDITIONAL PROVISIONS.** Funding for this project comes from U S Dept of Housing and Urban Development. As such, contractor must abide by the attached General Contract Conditions for Small Construction/Development Contracts, Form HUD-5370-EZ

**26. SIGNATORIES.** This Agreement shall be signed on behalf of Alternatives to Violence, Inc. by *name* Board of Directors, President and on behalf of *Contracted Company*, by \_\_\_\_\_ and shall be effective as of the date first written above.

Owner:  
Alternatives to Violence, Inc.

By: \_\_\_\_\_  
*Name* Board of Directors  
President

Contractor:  
*Contracted Company*

Contractor's License: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

"General Decision Number: CO20210024 03/05/2021

Superseded General Decision Number: CO20200024

State: Colorado

Construction Type: Building

County: Larimer County in Colorado.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	01/15/2021
2	03/05/2021

ELEC0068-002 06/01/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	16.97

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ELEV0025-001 01/01/2021

	Rates	Fringes
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ELEVATOR MECHANIC.....\$ 48.09 35.825

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

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ENGI0009-017 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 31.07	10.70
50 tons and under.....	\$ 28.40	10.70
51 to 90 tons.....	\$ 28.57	10.70
91 to 140 tons.....	\$ 29.55	10.70

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IRON0024-009 11/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 32.00	12.01

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IRON0024-010 11/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 32.00	12.01

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PAIN0079-009 08/01/2017

	Rates	Fringes
PAINTER (Spray).....	\$ 20.50	8.41

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PAIN0419-002 07/01/2016

	Rates	Fringes
FLOOR LAYER: Carpet Only.....	\$ 20.00	10.83

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PLUM0003-010 06/01/2020

	Rates	Fringes
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PLUMBER (Excludes HVAC Duct  
and Pipe Installation).....\$ 38.38 16.67

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\* PLUM0208-011 01/01/2021

Rates Fringes

PIPEFITTER (Includes HVAC  
Pipe Installation; Excludes  
HVAC Duct Installation).....\$ 37.55 17.88

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SHEE0009-007 07/01/2019

Rates Fringes

SHEET METAL WORKER (Includes  
HVAC Duct Installation;  
Excludes HVAC Pipe  
Installation).....\$ 34.62 17.95

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SUCO2013-010 07/31/2015

Rates Fringes

ACOUSTICAL CEILING MECHANIC.....\$ 21.08 0.00

BRICKLAYER.....\$ 21.96 0.00

CARPENTER (Drywall  
Finishing/Taping Only).....\$ 17.49 0.00

CARPENTER (Drywall Hanging  
Only).....\$ 16.91 0.00

CARPENTER, Excludes  
Acoustical Ceiling  
Installation, Drywall  
Finishing/Taping, and Drywall  
Hanging.....\$ 21.87 4.83

CEMENT MASON/CONCRETE FINISHER...\$ 21.44 10.23

INSULATOR - MECHANICAL  
(Duct, Pipe & Mechanical  
System Insulation).....\$ 18.46 3.10

LABORER: Common or General.....\$ 13.87 2.80

LABORER: Mason Tender - Brick...	\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 18.58	2.42
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
PAINTER (Brush and Roller).....	\$ 17.00	1.81
ROOFER.....	\$ 16.03	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://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)).

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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.

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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 Regional Office  
for the area in which the survey was conducted because those Regional  
Offices have responsibility for the Davis-Bacon survey program. If the  
response from this initial contact is not satisfactory, then the  
process described in 2.) and 3.) should be followed.

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

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210



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

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

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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END OF GENERAL DECISION"