

## **INVITATION TO BID Vertical Wheelchair Lift**

The City of Rochester, New Hampshire is accepting sealed bids for **A Vertical Wheelchair lift and handicap door operators to be installed at the Spaulding High School, 130 Wakefield Street, Rochester NH.** Bids shall be submitted in sealed envelopes plainly marked:

### **INVITATION TO BID Vertical Wheelchair lift and Door Operators**

#### **Bid 16-26**

City of Rochester  
31 Wakefield Street  
Rochester, NH 03867  
Attn: Purchasing Agent

Specifications are outlined below.

All bids must be received no later than “**2/4/16**” at “**2:15**” p.m. Actual bid opening will begin at 2:30 p.m. No late bids, faxed, e-mailed or telephone bids will be accepted. Bid proposals and specifications may be obtained by visiting [www.rochesternh.net](http://www.rochesternh.net), or emailing [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net), or by contacting the Purchasing Agent at City Hall, 31 Wakefield Street, Rochester, NH 03867, (603) 335-7602. All bid questions must be submitted in writing (email preferred) to the Purchasing Agent. All bid proposals must be made on the bid proposal forms supplied, and the bid proposal forms must be fully completed when submitted. Federal Labor Standards and Davis Bacon Wage Rates will apply to this project.

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## Scope of Work

The City of Rochester is requesting sealed bids for a Vertical Wheelchair Lift and handicap door opening hardware including all related wiring and demolition.

The selected contractor will be required to meet Davis Bacon wage schedules and comply with all associated reporting activities for Building Construction Projects #NH20130014.

All construction methods and materials shall be in accordance with BOCA codes. All work shall be performed in accordance with all applicable federal, state and local regulations.

Remove and replace existing man lift and replace with new man lift. Install automatic handicap door operators on three doors. Include all demolition, painting if necessary and wiring as needed.

The successful bidder (hereinafter CONTRACTOR) shall perform the following:

### *Section I: General Conditions*

- 1.1 The installation of the wheelchair lift and handicap door operators will be completed by licensed CONTRACTORS. The CONTRACTOR must be willing to provide a site supervisor to be on-site for the duration of the project to oversee the installation.
- 1.2 The CONTRACTOR must comply with federal wage rates and weekly submission of certified payrolls to the City of Rochester for those working on-site of the project.
- 1.3 The CONTRACTOR shall be responsible for coordinating the installation schedule with the school to avoid disruption of student/staff services. All work must be completed by August 19<sup>th</sup> 2016.
- 1.4 The CONTRACTOR shall be responsible for visiting the site to become familiar with all conditions and circumstances connected with the project, including compliance with all local, state and federal codes and regulations.
- 1.5 Any work done which has to be changed to comply with regulations and codes shall be made at the CONTRACTOR'S expense.

### *Section II: Contractor's Responsibility*

- 2.1 The CONTRACTOR shall furnish to the Owner's satisfaction the following:

Furnish and install according to specifications and all applicable codes, one vertical man lift, three complete handicap door operating systems, including all related wiring and demolition. Protect all finishes from damages in the areas where work is being conducted.

## SPECIFICATIONS FOR VERTICAL WHEELCHAIR LIFT WITH METAL ENCLOSURE SHAFTWAY

<b>Car Size:</b>	35.5 x 60
<b>Cab Style:</b>	42" Metal Sideguards with non-skid flooring
<b>Drive:</b>	Hydraulic
<b>Enclosure Type:</b>	Metal panels
<b>Travel:</b>	123.5
<b>Stops:</b>	3
<b>Openings:</b>	2
<b>Capacity:</b>	750
<b>Gate/Door Stop 1:</b>	6'8" Aluminum gate with acrylic in-fills
<b>Gate/Door Stop 2:</b>	6'8" Aluminum gate with acrylic in-fills
<b>Gate/Door Stop 3:</b>	42" Landing gate with acrylic in-fills
<b>Flooring:</b>	Non - Skid metal
<b>Hand Rail:</b>	Metal full width
<b>Speed:</b>	18 ft/min
<b>Fixtures:</b>	Brushed Stainless Steel
<b>Ceiling:</b>	N/A
<b>Lighting:</b>	By others (suggest motion activation)
<b>Emergency Lighting:</b>	Included in side guard of lift
<b>Telephone:</b>	N/A
<b>Machine Room:</b>	N/A
<b>Drawings:</b>	
<b>Notes:</b>	

### **OTHER ITEMS REQUIRED**

Includes Initial State Elevator Permit Application and Inspection. The Building Owner will be responsible for the Operation Certificate.

Mid Mount Gate operators

Emergency Lighting

General Lighting

Automatic Door openers at 3 locations w/pads (see LCN 4640 series)

All associated wiring



**Existing man lift views as seen from the 3 stop locations**



**Typical push button**



**Typical opener**



**Three doors that need automatic openers**

LCN.

## 4640 Series



Overview

Arms/Mounting

Options

Downloads

The 4640 Auto Equalizer™ is LCN's smart & reliable electrically powered low-energy power operator. It provides easy access for people with disabilities, the elderly, or the frail. Designed primarily for manual opening applications that occasionally require automatic opening.

### Features and Benefits

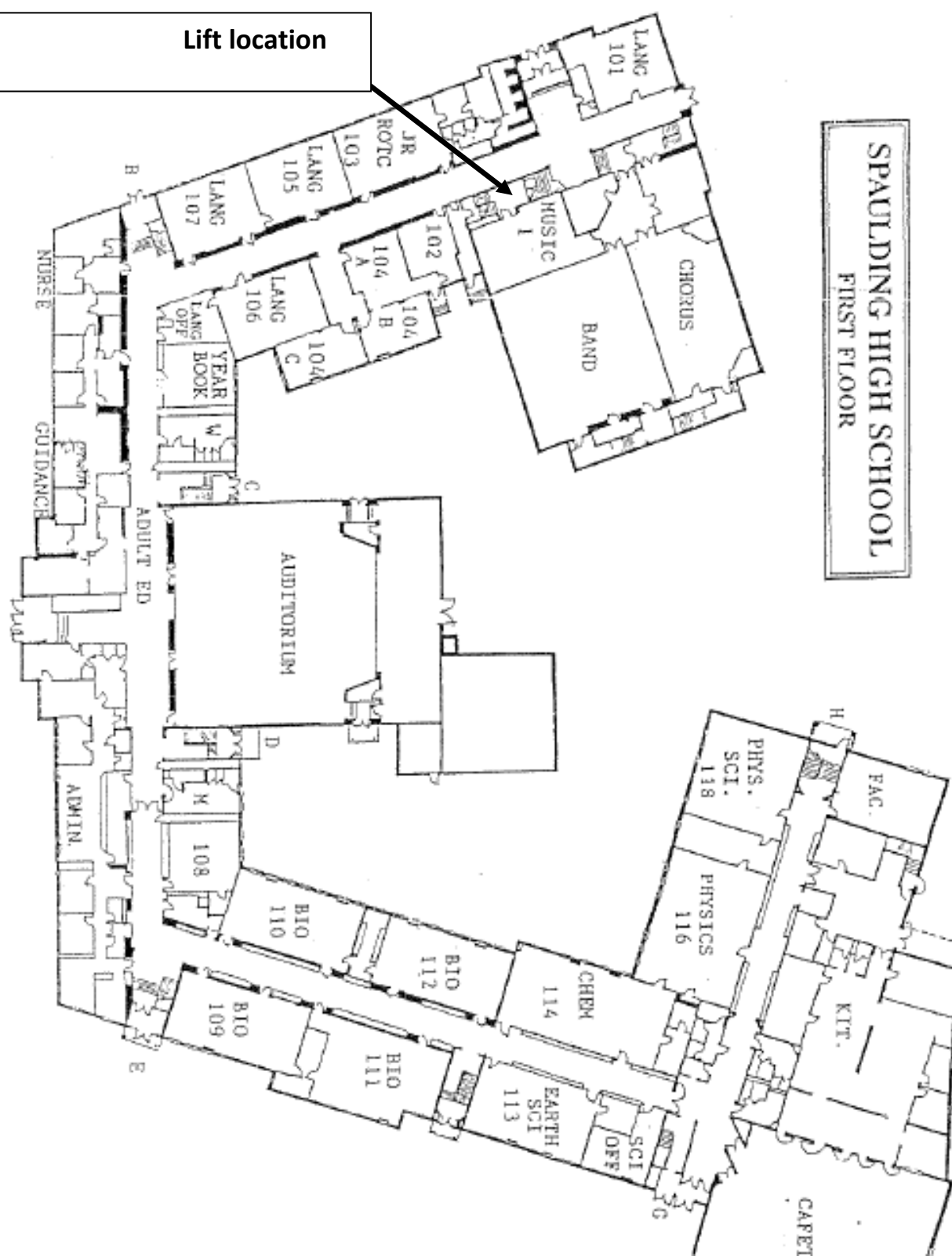
- NEW Digital Control Suite
- Utilizes a 10,000,000 Cycle Heavy Duty Door Closer
- On-Board Diagnostics
- On-Board Power Supply
- Factory-Default Memory
- Plug-and-Play Connections
- No Destruct Feature
- No Guard Rails or Safety Mats Required

### Specifications

- Standard, top jamb (push side) mounted 4640 series closer shipped with regular arm, metal cover, and wood and machine screw pack. Actuators available separately, see pages 199-215.
- Meets ADA, requirements (power mode).
- Non-sized cylinders for interior doors to 4'6" and exterior doors to 3'6".
- Non-handed for either right or left swinging door.
- 4640 has easily accessible switches to provide on/off and continuous hold open functions. 4640CS provides concealed on/off power switch. Control module provides all timing and sequential door functions, electric strike controls and adjustments for opening speed and force.
- Standard or optional custom powder coated finish, end caps are black.
- Optional plated finish on cover, arm, and fasteners.

*The 4640 Series is UL and cUL listed with regular arm for self-closing doors and meets the provisions of ANSI Standards A117.1, A156.19, and the Americans with Disabilities Act.*

Lift location



Any questions or concern can be directed to:

Purchasing Agent  
City of Rochester  
31 Wakefield Street  
Rochester, NH 03867  
Tel: (603) 335-7602  
Email: [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net),

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX# \_\_\_\_\_ EIN \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**Cost for the wheelchair lift, handicap door operators and associated electrical and demolition.**

\$ \_\_\_\_\_  
(Total Bid Amount)

Bid results will be posted 48 hours after bid opening on the City of Rochester's website:  
[www.rochesternh.net](http://www.rochesternh.net) or will be available by request via email at the following address:  
[purchasing@rochesternh.net](mailto:purchasing@rochesternh.net)



## **INSTRUCTION TO BIDDERS**

### **PREPARATION OF BID PROPOSAL**

1. The Bidder shall submit her/his proposal upon the form(s) furnished by the City (attached). The bidder shall specify a unit price for each pay item. All figures shall be in ink or typed.
2. If a unit price or lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it, and initialed by the bidder, also with ink. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
3. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown, by a partnership the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.
4. All questions shall be submitted in writing to and received by the Purchasing Agent at the above address, a minimum of 7 days prior to the scheduled bid opening. The Purchasing Agent, will then forward both the question and the city's response to the question to all known prospective bidders.

### **IRREGULAR PROPOSALS**

Bid proposals will be considered irregular and may be rejected for any of the following reasons:

1. If the proposal is on a form other than that furnished by the Owner or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items.

## **DELIVERY OF BID PROPOSALS**

When sent by mail, the sealed proposal shall be addressed to the City of Rochester, Purchasing Agent, 31 Wakefield Street, Rochester, NH 03867. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Emailed or faxed bid proposals are not acceptable.

## **WITHDRAWAL OF BID PROPOSALS**

**A bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.**

## **PUBLIC OPENING OF BID PROPOSALS**

**Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.**

## **DISQUALIFICATION OF BIDDERS**

**Either of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of her/his bid proposal(s):**

1. Evidence of collusion among bidders.
2. Failure to supply complete information as requested by the bid specifications.

## **CONSIDERATION OF PROPOSALS**

1. Bids will be made public at the time of opening and may be reviewed only after they have been properly recorded. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.
2. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.
3. Bid results will be available on the website at [www.rochesternh.net](http://www.rochesternh.net) within 48 hours of the bid opening.

## **AWARD OF CONTRACT**

**The City holds the right, in its judgment, to award the contract to the bidder, which it feels is in the best interest of the City. If a contract is to be awarded, the Contractor/Vendor selection shall be based in part on possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, reference checks, project understanding, approach, ability to comply with proposed or required time to completion or performance, licensing or certification, in good standing with Federal, State and Local agencies, possession of satisfactory record of performance, cost and to a responsible and**

**qualified bidder whose proposal complies with all the requirements prescribed as soon as practical after the bid opening. No bid shall be withdrawn for a period of (60) sixty days subsequent to the opening of bids without the consent of the City of Rochester. The successful bidder will be notified, by the form mailed to the address on his proposal, that his bid has been accepted and that he has been awarded the contract.**

### **CANCELLATION OF AWARD**

**The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability or other claim against the City.**

### **BID EVALUATION**

**In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:**

1. The bidder's ability, capacity, and skill to perform within the specified time limits.
2. The bidder's experience, reputation, efficiency, judgment, and integrity.
3. The quality, availability and adaptability of the supplies and materials sold.
4. The bidder's past performance.
5. The sufficiency of bidder's financial resources to fulfill the contract.
6. The bidder's ability to provide future maintenance and/or services.
7. Any other applicable factors as the City determines necessary and appropriate (such as compatibility with existing equipment).

### **CONDITIONS AT SITE**

Bidders shall be responsible for having ascertained pertinent local conditions, such as: location, accessibility and general character of the site. The character and extent of existing work within or adjacent to the site and any other work being performed thereon at the time of the submission of her/his bid.

### **LAWS, PERMITS AND REGULATIONS**

1. The Contractor shall obtain and pay for all licenses and permits as may be required of him by law, and shall pay for all fees and charges for connection to outside services, and use of property other than the site of the work for storage of materials or other purposes.
2. The Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder, including building code requirements. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations or building code requirements, she/he shall promptly notify the City of Rochester in writing.

## **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

1. The Contractor shall deliver with bid documents; certificates of all insurance required hereunder. The certificate shall state that the companies issuing insurance will endeavor to mail to the City of Rochester ten (10) days notice of cancellation, alteration or material change of any listed policies. The Contractor shall keep in force the insurance required herein for the period of the Contract. At the request of the City of Rochester, the Contractor shall promptly make available a copy of any and all listed insurance policies. The requested insurance must be written by a Company licensed to do business in New Hampshire at the time the policy is issued.
2. The City of Rochester, NH shall be listed as additional insured on all the Certificates of Insurance.
3. The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.
4. No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with and approved by the Department of Public Works, and the Contract approved by the City Manager.
  - a. Workmen's Compensation Insurance  
Limit of Liability - \$100,000.00 per accident
  - b. Commercial General Liability  
Limits of Liability  
Bodily Injury: \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate  
Property Damage: \$500,000.00 per occurrence, \$200,000.00 aggregate  
Combined Single Limit, Bodily Injury and Property Damage:  
\$2,000,000.00 aggregate
  - c. Automobile Liability  
Limits of Liability - \$500,000.00 per accident.
  - d. The Contractor shall indemnify, defend, and save harmless the City of Rochester and its agents and employees from and against any suit, action or claim of loss or expenses because of bodily injury. Including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said City of Rochester, its agents, employees or others.

## **ACCIDENT PROTECTIONS**

It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to the Contract. That a Contractor and any Subcontractors shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as

determined by construction safety and health standards of the Occupational Safety and Health Administration, United States Department of Labor, which standards include, by reference, the established Federal Safety and Health regulations for Construction. These standards and regulations comprise Part 1910 and Part 1926 respectively of Title 29 of the Code of Federal Regulations and are set forth in the Federal Register. In the event any revisions in the Code of Federal Regulations are published, such revisions will be deemed to supersede the appropriate Part 1910 and Part 1926, and be effective as of the date set forth in the revised regulation.

## **SUBCONTRACTS**

1. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any Subcontractor and the City of Rochester. The Division or Sections of the Specifications are not intended to control the Contractor in dividing the work among Subcontractors or to limit the work performed by any trade.
2. The Contractor shall be as fully responsible to the City of Rochester for the acts and omissions of Subcontractors and of persons employed by her/him, as she/he is responsible for the acts and omissions of persons directly employed by her/him.

## **PROTECTION OF WORK AND PROPERTY**

**The Contractor shall, at all times, safely guard the City's property from injury or loss in connection with this Contract. She/he shall, at all times, safely guard and protect her/his own work and that of adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State or Municipal laws, regulations and local conditions must be provided and maintained.**

## **USE OF PREMISES AND REMOVAL OF DEBRIS**

**The Contractor expressly undertakes at his own expense:**

1. To take every precaution against injuries to persons or damage to property;
2. To comply with the regulations governing the operations of premises which are occupied and to perform his Contract in such a manner as not to interrupt or interfere with the operation of the Institution;
3. To perform any work necessary to be performed after working hours or on Sunday or legal holidays without additional expense to the City, but only when requested to do so by the City;
4. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
5. Daily to clean up and legally dispose of (away from the site), all refuse, rubbish, scrap materials and debris caused by his operation. Including milk cartons, paper cups and food wrappings left by his employees, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

6. All work shall be executed in a workmanlike manner by experienced mechanics in accordance with the most modern mechanical practice and shall represent a neat appearance when completed.

## **MATERIALS AND WORKMANSHIP**

1. Unless otherwise specified, all materials and equipment incorporated into the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in their respective trades.
2. Where the use of optional materials or construction method is approved, the requirements for workmanship, fabrication and installation indicated for the prime material or construction method shall apply wherever applicable. Required and necessary modifications and adjustments resulting from the substitution or use of an optional material or construction method shall be made at no additional cost to the City.

## **STANDARDS**

1. Materials specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal Specification, Department's Standard Specifications, a trade association standard or other similar standard. Shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of advertisement, except as limited to type, class or grade or modified in such reference.
  2. Reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. In such cases the Contractor may, at his option, use any articles, device, product, material fixture, form or type of construction that, in the judgment of the City expressed in writing to all Bidders before opening of bids as an addendum, is an acceptable substitute to the specified.
3. Substitution During Bid Time: Whenever any particular brand or make of material or apparatus is called for in the Specifications, a Bidder's Proposal must be based upon such material or apparatus, or upon a brand or make which has been specifically approved as a substitution in an Addendum issued to all Bidders during the bidding time.
4. The intent is that the brand or make of material or apparatus that is called for herein establishes a standard of excellence that, in the opinion of the Consultant and Engineer, is necessary for this particular Project.
5. Substitution After Bid Opening: No substitutions will be considered after bids have been opened unless necessary due to strikes, lockouts, bankruptcy or discontinuance of manufacture, etceteras. In such cases, the Contractor shall apply to the City, in writing within ten (10) days of his realizing his inability to furnish the article specified, describing completely the substitution he desires to make.

## **EXTRAS**

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the Director of Public Works has ordered the same, in writing.

## **GUARANTEE OF WORK**

1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the Date of Final Acceptance.
2. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
3. In any case, wherein fulfilling the requirements of the Contract or of any guarantee, should the Contractor disturb any work guaranteed under another contract, the Contractor shall restore such disturbed work to a condition satisfactory to the Director of Public Works. And guarantee such restored work to the same extent as it was guaranteed under such other contracts.
4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the City of Rochester may have the defects corrected and the Contractor shall be liable for all expense incurred.
5. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

## **DEFAULT AND TERMINATION OF CONTRACT**

If the Contractor:

1. Fails to begin work under Contract within the time specified in the notice to proceed; or
2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to assume prompt completion of said work; or
3. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
4. Discontinues the prosecution of the work; or
5. Fails to resume work, which has been discontinued, within the time frames included in specifications; or
6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; or
7. Makes an assignment for the benefit of creditors; or
8. For any other causes whatsoever, fails to carry on the work in an acceptable manner the City of Rochester will give notice, in writing, to the Contractor for such delay, neglect, and default.

If the Contractor does not proceed in accordance with the Notice, then the City of Rochester will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. The City of Rochester may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in the City's opinion will be required for the completion of said Contract in an acceptable manner.

All extra costs and charges incurred by the City of Rochester as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due to said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the City of Rochester the amount of such excess.

#### **OBTAINING BID RESULTS**

Bid results will be available on the website at [www.rochesternh.net](http://www.rochesternh.net) within 48 hours of the bid opening.



**ATTACHMENT #1**

**DAVIS-BACON WAGE RATES AND PAYROLL FORM**

General Decision Number: NH150014 11/27/2015 NH14

Superseded General Decision Number: NH20140014

State: New Hampshire

Construction Type: Building

County: Strafford County in New Hampshire.

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. 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	01/02/2015
1	01/23/2015
2	05/08/2015
3	07/31/2015
4	10/16/2015
5	11/27/2015

\* ASBE0006-004 09/01/2015

Rates      Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR.....\$ 27.03      17.50

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CARP0118-006 04/01/2015

Rates      Fringes

CARPENTER (Acoustical Ceiling

Installation, Drywall

Hanging, Form Work and Floor

Layer Including Carpet,

Hardwood and Resilient).....\$ 26.19      18.89

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ELEC0490-004 06/01/2014

	Rates	Fringes
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ELECTRICIAN

Electrician.....	\$ 27.75	17.45
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Low Voltage Wiring

Installer.....	\$ 20.06	14.60
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ELEV0004-002 01/01/2015

	Rates	Fringes
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ELEVATOR MECHANIC.....	\$ 53.30	28.385
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a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

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

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IRON0007-007 03/16/2015

Rates      Fringes

IRONWORKER (Reinforcing and  
Structural).....\$ 22.97      20.72

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LABO0976-002 06/01/2013

Rates      Fringes

LABORER: Concrete Worker  
(removing forms, demolition  
and removal of concrete,  
pouring and leveling of  
concrete).....\$ 19.71      16.42

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LABO0976-003 06/01/2013

Rates      Fringes

LABORER: Common or General  
(including Carpenter Tender).....\$ 19.71      16.42

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SHEE0017-013 01/01/2013

	Rates	Fringes
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SHEET METAL WORKER (HVAC Duct

Work Only).....	\$ 28.35	23.52
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SUNH2011-010 02/22/2011

	Rates	Fringes
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BRICKLAYER.....	\$ 29.00	2.81
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CARPENTER (Drywall

Finishing/Taping Only).....	\$ 27.02	11.69
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CARPENTER, Excludes

Acoustical Ceiling

Installation, Drywall

Finishing/Taping, Drywall

Hanging, and Formwork.....	\$ 25.61	10.23
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CEMENT MASON/CONCRETE FINISHER...	\$ 20.91	0.00
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GLAZIER.....	\$ 20.23	4.71
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LABORER: Mason Tender - Brick...	\$ 17.00	2.06
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OPERATOR: Backhoe.....\$ 19.30	6.52
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OPERATOR: Excavator.....\$ 21.27	7.63
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OPERATOR: Loader.....\$ 22.03	0.95
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PAINTER: Brush and Roller.....\$ 16.15	0.00
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PLUMBER/PIPEFITTER, Includes

HVAC Pipe Work.....\$ 25.02	4.48
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ROOFER.....\$ 17.55	3.25
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SPRINKLER FITTER (Fire

Sprinklers).....\$ 24.91	5.74
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TRUCK DRIVER.....\$ 20.47	6.70
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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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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

## PAYROLL

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 3.5(a). The Copeland Act, U.S.C. § 3146, requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "submit weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulation 29 C.F.R. § 5.5(a)(3)(ii) requires contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each contractor has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and Federal contracting agencies receiving this information review the information to determine that employees are receiving legally required wages and fringe benefits.

Public Burden Statement

estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 83503, 300 Constitution Avenue, N.W.

**ATTACHMENT #2**  
**PER HOUSING AND URBAN DEVELOPMENT ACT OF 1968-**  
**SECTION 3 PREFERENCE AND REQUIREMENTS**

**Attachment #2**

**SECTION 3 PREFERENCE AND REQUIREMENTS-Per Housing and Urban Development Act of 1968**

Preference will be given to businesses that are registered as Section 3 businesses or that meet the requirements for inclusion on the Section 3 business registry. Information on the federal Section 3 business registry and how to register is available online at

[Type a quote from the document or the summary of an interesting point. You can position the text box anywhere in the document. Use the Drawing Tools tab to change the formatting of the pull quote text box.]