



**CITY OF WHEELING  
BID PACKAGE FOR  
PLAYGROUND EQUIPMENT AT FULTON PLAYGROUND**

**CONTENTS:**

- Bid Notice
- Specifications
- Bid Form / Submittal Information
- Instructions for Bidders
- Short Agreement (4 pages)
- Wage Rates
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For questions concerning bid procedures or specifications, contact Jesse Mestrovic, Parks & Recreation Director at (304) 234 - 3641 or [jmestrovic@wheelingwv.gov](mailto:jmestrovic@wheelingwv.gov).

The City of Wheeling will be accepting sealed bids for the purchase of equipment, materials, etc. and installation thereof for the Fulton municipal playground. We are searching for something beyond the cookie-cutter classic playground. The playground will be a turnkey operation. It will include playground apparatus, installation, protective surfacing and borders. The entire playground will be bordered with plastic border material, under-laid with geo-textile fabric and covered with adequate amount of Engineered Wood Fiber to meet or exceed National Playground Institute standards. This playground must comply with all current ADA, IPEMA, CPSC and ASTM standards.

This project is funded by CDBG funds. Therefore, Davis-Bacon Federal Prevailing Wage Rates must be utilized for the installation of the playground. Contractor doing installation will also be required to be licensed by the State of WV and the City of Wheeling and pay appropriate B&O taxes for their work performed in the City of Wheeling. A building permit (fee waived) must also be obtained by Contractor.



Invitation for Bids

**PLAYGROUND EQUIPMENT & INSTALLATION**

The City of Wheeling is seeking sealed bids for playground equipment and installation services at Fulton Playground, located at the end of Wine Street & Fawn Street (50 Bank Street), Wheeling, WV 26003.

A complete copy of the specifications and services needed is available at the Parks & Recreation Department, 51 – 16<sup>th</sup> Street, Wheeling, WV 26003 and on the City’s website [www.wheelingwv.gov](http://www.wheelingwv.gov). All bids are to be sealed and clearly marked “Bids Enclosed Fulton Playground Bid” on the outside of the envelope. Interested parties can submit sealed bids complete with drawings, elevations and/or pictures and material specifications to 1500 Chapline Street, Wheeling, WV 26003 **not later than 2:00pm on Tuesday, June 25, 2018** and then at said office, publicly opened and read aloud. Questions can be directed to Jesse Mestrovic – Director of Parks & Recreation at (304) 234-3641.

The City may request an interview to discuss the contents of bid. The City reserves the right to accept, reject, or modify any bids which the City believes is in its best interest at any time.

Bids must be mailed, or delivered, and received by the due date to:

City Manager’s Office  
Attn: Jesse Mestrovic (Fulton Playground Bid)  
1500 Chapline Street  
Wheeling, WV 26003

## **Project Description & Specifications**

The bid submitted must include the cost and installation of one playground structure, plastic border timbers, and engineered wood fiber. All existing structures have been removed and the site prepared for installation.

Subject to compliance with requirements, provide the below products:

- One Inclusive Playground Structure for ages 2-5 but with the option for up to ages 2-12, with a capacity of up to 30 children or more including the following items:
  - At least three access/entrance items (i.e.: steps, ramp, steel or rope ladders, etc.)
  - A total of at least two slides connected to the structure
    - No tube slides shall be included
    - No “bumpy slides” shall be included
  - Linking Components, Ramps, and ADA inclusivity elements:
    - No crawl tubes, tunnels, or track rides type elements shall be included
  - Panels and ground level play components elements:
    - The space under platforms and decks are places for children to congregate and interact. The roofs provided by this create an enclosed space, and add to its appeal as gathering space.
    - One ground level play element shall address socialization and imaginative play (such as a playhouse or dramatic play area)
- Installation for all playground equipment, fabric, border and engineered wood fiber. Site shall be restored, no payments to be made until final sign off from staff.

Optional Additional Items:

- 6’ foot benches with back, in-ground mount, poly-coated steel.

All Playground Equipment must meet the following standards, with appropriate documentation provided:

- ASTM 1487: Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
- CPSC: Consumer Product Safety Commission for Public Playground Safety
- ADA: Americans with Disability Act
- IPEMA: International Playground Equipment Manufacturer’s Association

General Requirements:

- All submissions shall contain drawings and layouts, pictures, and complete specifications of the play equipment. Bids shall also contain any and all materials utilized.
- All fasteners shall be corrosive resistant.
- Copy of all warranties shall be provided. Warranties shall cover a minimum of:
  - Powder Coating shall contain a minimum of a five-year warranty against fading when facing normal exposure. Testing in compliance with ASTM D 2244 shall be included within packet
  - Lifetime warranty on steel posts
  - 15-year warranty of pipes, steps, loops, rails, roto-molded plastics, HDPE plastic sheeting, steel platforms
  - 5-year warranty on site amenities, cables and nets
- Playground equipment as specified.

Equipment Variations:

- Equipment not specifically mentioned must be as equal to the quality of the equipment listed in this document.
- Interested parties are encouraged to submit more than one design for consideration within the bid document.

**Information Required for Submittal of Bid**

Tax ID Number: \_\_\_\_\_

WV Contractor's License No. \_\_\_\_\_

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

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

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

Vendor Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

City	State	Zip Code
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Phone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

FOB, Wheeling (10 Hunter Avenue, Wheeling, WV 26003)

1. Equipment Cost \$ \_\_\_\_\_  
(Please attach an itemized breakdown of individual play elements)
2. Freight \$ \_\_\_\_\_
3. Installation Cost \$ \_\_\_\_\_
4. **Total Cost of Project** \$ \_\_\_\_\_
5. Anticipated Completion Date: \_\_\_\_\_

I have read and understand the requirements of this bid and agree to comply except as noted. The bid fee shall include all labor, material and equipment to provide the services as in this packet. Additional pages must be used to show detail of unit costs and options.

Exceptions:  
\_\_\_\_\_  
\_\_\_\_\_

Submitted by:  
\_\_\_\_\_  
(Signature of individual listed above)

Date: \_\_\_\_\_

## **INSTRUCTIONS TO BIDDERS**

### **Section C-1 - Definitions:**

#### **Article C-1.01**

Wherever used in any of the Instructions to Bidders or Specifications the term "Engineer" shall mean the City Engineer, the term "Director" shall mean the Director of Parks & Recreation, the term "Owner" shall mean the City of Wheeling.

### **Section C-2 - Inspection of site and drawings:**

#### **Article C-2.01**

Each bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to inspection and labor, and shall fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder shall examine thoroughly and familiarize himself with the drawings, technical specifications, and all other contract documents. The contractor, by execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing, and the Owner will be justified in rejecting any claim based on facts which he should have been on notice as a result thereof.

#### **Article C-2.02**

Should a bidder find discrepancies in, or omissions from the drawings or contract documents, or should he be in doubt as to their meaning, he should at once notify the Engineer/Director, who will send a written instruction to all known bidders.

#### **Article C-2.03**

The prices are to include the furnishing of all materials, equipment, tools, ladders, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work, except such as may be otherwise expressly provided in the contract documents.

#### **Article C-2.04**

No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed and forwarded to the Engineer/Director, who shall give a written response to all known prospective bidders.

## INSTRUCTIONS TO BIDDERS - 2

### **Section C-3 - Work Schedule:**

#### Article C-3.01

Work on this contract must begin as soon as possible and not later than 10 days upon receipt of Notice to Proceed by the Contractor.

#### Article C-3.02

Contractor shall complete the work in the number of calendar days specified in Article C-13 of the Instructions to Bidders.

#### Article C-3.03

The successful bidder will pay as liquidated damages the sum of \$100.00 for each consecutive calendar days thereafter that the time consumed in completing the work exceeds the time allowed as provided in the Agreement.

### **Section C-4 - Bids:**

#### Article C-4.01

All bids must be made on the bidding forms attached hereto and give the price for each item and aggregate amount for the work, and must be signed and acknowledged by the bidder's chairman, president, or other senior officer. In order to ensure consideration, the bid should be enclosed in an envelope and marked:

**BID FOR: Fulton Playground Bid**

and address to:

City Manager's Office  
Attn: Jesse Mestrovic  
City/County Building  
1500 Chapline Street  
Wheeling, West Virginia 26003

#### Article C-4.02

The City of Wheeling reserves the right to reject any or all bids. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected; any bid which omits an entry on any one or more items in the price sheet may be rejected; any bid in which the unit prices are omitted, or in which unit prices are obviously unbalanced, may be rejected; any bid accompanied by an insufficient or irregular certified check or bid bond may be rejected.

## INSTRUCTIONS TO BIDDERS - 3

### Article C-4.03

If the contract is awarded, it will be awarded by the Owner, to a responsible bidder on the basis of the most favorable bid. The contract will require the completion of the work according to the contract documents.

### **Section C-5 - Bid Guaranty:** (NOT APPLICABLE)

### **Section C-6 - Corrections :**

#### Article C-6.01

Erasure or other changes in the bids must be explained or noted over the signature of the bidder.

### **Section C-7 - Award of the Contract - Rejection of Bids:**

#### Article C-7.01

The contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Invitation for Bids. The bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids and to waive any informalities in bids received whenever such rejection or waiver is in its interest. Bid proposals in which bid prices are obviously unbalanced may be rejected.

#### Article C-7.02

The Engineer/Director reserves the right to consider as unqualified to do the work of general construction any bidder who does not habitually perform with his own forces the major portions of the work involved.

### **Section C-8 - Bonds:** (NOT APPLICABLE)

### **Section C-9 - Project Time Limits:**

#### Article C-9.01

The bidder agrees to commence with the inspections within 10 days of the Notice to Proceed and complete the project within the allotted calendar days specified in the proposal.



## INSTRUCTIONS TO BIDDERS - 4

### **Section C-10 - Execution of Agreement:**

#### Article C-10.01

Failure to execute the formal contract within ten (10) days after the notice will be considered as abandonment.

### **Section C-11 - Public Liability and Property Damage Insurance:**

#### Article C-11.01

Each contractor shall take out and maintain during the life of the contract such public liability and property damage insurance as shall protect the Owner, the contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including wrongful death, as well as from claims for property damages, which may arise from operation, under this contract, whether such operations be by himself or by any subcontractor directly or indirectly employed on the project. **Contractor shall name the City of Wheeling as an additional insured on all policies of insurance**, including but not limited to, public liability and property damage insurance.

#### Article C-11.02

The amounts of such insurance shall, unless otherwise specified as a special term of the contract, be as follows:

##### Article C-11.02.01

Public Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000.00) for injuries and/or wrongful death, to any one person and subject to the same limit for each person and in an amount of not less than One Million Dollars (\$1,000,000.00) on account of one accident and Property Damage Insurance in an amount not less than One Million Dollars (\$1,000,000.00).

##### Article C-11.02.02

Automobile and Truck Insurance in an amount not less than One Million Dollars (\$1,000,000.00) for injuries and/or wrongful death, to any one person and subject to the same limit for each person and in an amount not less than One Million Dollars (\$1,000,000.00) on account of one accident and Property Damage Insurance in an amount not less than One Million Dollars (\$1,000,000.00).

Special hazards, if there is a possibility of such hazards existing in the work contemplated, shall be covered by rider or riders to the policy or policies.

## INSTRUCTIONS TO BIDDERS - 5

### **Section C-12 - Proof of Insurance:**

#### Article C-12.01

Contractor shall deliver to the Owner proper evidence of carriage of the Insurance required hereunder. Certificates will be acceptable proof of public liability, property damage and Workmen's Compensation Insurance. The above certificates will be delivered to the Parks & Recreation Director or City Engineer prior to the signing of the contract.

### **Section C-13 - Time for Completion of Project:**

#### Article C-13.01

This project must be completed within **90 calendar** days from the date of the Notice to Proceed, submitted to the Contractor in writing from the office of the Parks & Recreation Director or City Engineer.

**Appendix: Project Area Photos**

**Playground Addresses:**

**Fulton Playground**

50 Bank Street (end of Wine Street and end of Fawn Street)

Wheeling, WV 26003

Coordinates: 40.074895, -80.708551

Size: 35' X 48'

This playground will be geared for children ages 2-12 and should accommodate up to 30 children.



\* Equipment has been removed by the City

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Wheeling herein called "The City", acting herein through its City Manager, Robert D. Herron

and, \_\_\_\_\_

of \_\_\_\_\_, County of \_\_\_\_\_, and

State of \_\_\_\_\_, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, the Contractor hereby agrees with the City to commence and complete the project described as follows:

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Hereinafter called the Project, for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said Project in accordance with the conditions and prices stated in the Advertisement, Information for Bidders, Proposal, the Drawings, which include all maps, plates, blueprints, and other drawings and printed or written explanatory matter thereof all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the Project Within (90 ) Calendar Days from the date of the Notice to Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of \$ 100.00 for each consecutive calendar day thereafter.

Contractor's Insurance

During the life of the contract, the contractor shall effect and maintain, with companies authorized to do business under the laws of the State of West Virginia and satisfactory to the City the following types of insurance. This insurance shall be provided within ten days of the written notice award of the contract and no work shall commence unless the insurance is in effect. The contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

(a) Public liability and Property Damage Insurance from a casualty insurance company authorized to do business under the laws of the State of West Virginia, covering claims for damage for bodily injury, including death, as well as from claims for property damage which may arise from operations under the contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The public liability insurance shall be in an amount not less than \$1,000,000.00 for injuries including accidental death, to any one person and subject to the same limit for each person in an amount not less than \$1,000,000.00 on account of one accident. The property damage insurance shall be in an amount not less than \$1,000,000.00 for any one accident in an aggregate amount not less than \$1,000,000.00.

(b) Contingent liability and contingent property damage insurance to protect the City against claims arising from the operations of the contractor or his subcontractor. If endorsements to the above public liability and property damage insurance policies cannot be made, then separate policies providing such protection must be furnished by the contractor.

**All of the aforesaid insurance policies must name the City of Wheeling as an additional insured.**

(c) Workmen's Compensation Insurance for all his employees engaged in the work under this contract in accordance with the laws of the State of West Virginia.

Suits at Law

In case any action at law or suit in equity may or shall be brought against the City, or any of its officers, agents, or employees for or on account of failure, omission, or neglect of the contractor or his subcontractors, employees, or agents, to do or perform any of the covenants, acts, matters or things by this contract undertaken to be done or performed by the contractor or his subcontractors, employees, or agents, or from any injuries done to property or persons and caused by the negligence or alleged negligence of the contractor or his subcontractors, employees, or agents, then the contractor shall immediately assume and take charge of the defense of such actions or suits in like manner and to all intents and purposes as if said actions or suits had been brought directly against the contractor; and the contractor shall also indemnify and save harmless the City, its officers, agents, and employees from any and all loss, cost, or damage whatever arising out of such actions or suits, in like manner and to all intents and purposes as if said actions or suits had been brought directly against the contractor; and the contractor shall also indemnify and save harmless the City, its officers, agents, and employees from any and all loss, cost, or damage whatever brought as aforesaid.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original, in the year and as first above mentioned.

ATTEST:

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Contractor)

ATTEST:

\_\_\_\_\_  
(City Clerk)

\_\_\_\_\_  
City of Wheeling  
(Owner)

\_\_\_\_\_  
Robert D. Herron

\_\_\_\_\_  
City Manager  
(Title)

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney For The City

**NOTE:** City Clerk of The City of Wheeling shall attest. If Contractor is a corporation, Secretary shall attest, and Corporate seal shall be affixed.

General Decision Number: WV190073 03/22/2019 WV73

Superseded General Decision Number: WV20180073

State: West Virginia

Construction Type: Heavy

County: Ohio County in West Virginia.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. 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	01/04/2019
1	01/25/2019
2	02/01/2019
3	02/22/2019
4	03/22/2019

\* CARP0441-006 12/01/2018

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 27.30	21.36

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 ELEC0246-006 11/27/2017

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	31.08

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 ENGI0132-019 12/01/2018

	Rates	Fringes
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POWER EQUIPMENT OPERATOR:

GROUP 1.....	\$ 35.95	18.60
GROUP 2.....	\$ 33.19	18.60
GROUP 3.....	\$ 32.08	18.60

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes (All types, including Tower Cranes),  
Loaders of six (6) cubic yard capacity and over, Excavators  
with an operating weight of one hundred ten thousand  
(110,000) pounds and over.

GROUP 2: Loaders up to six (6) cubic yard capacity, Backhoe,  
Bulldozers, Compactor, Forklift, Grader/Blade, Mechanic,  
Excavators with an operating weight of up to one hundred  
ten thousand (110,000) pounds, Tractor, Trencher.

GROUP 3: Roller.

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\* IRON0549-012 12/01/2018

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 33.34	20.81

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LABO0379-047 12/01/2017

	Rates	Fringes
LABORER:		
GROUP 1.....	\$ 26.17	16.50
GROUP 2.....	\$ 25.11	16.50

GROUP 1: Bobcat Operator (Clean up/Demolition), Chain Saw,  
Concrete Saw(Hand Held/Walk Behind), Concrete Worker, Hand  
Held Drill, Grade Checker, Mason Tender-Cement/Concrete,  
Pipelayer, Wacker Roller Operator

GROUP 2: Carpenter Tender, Common or General, Demolition,  
Flagger

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LABO1149-012 12/01/2017

	Rates	Fringes
LABORER:		
Asphalt Raker.....	\$ 26.17	16.75
Jack Hammer.....	\$ 26.17	16.75
Tamper (Hand Held).....	\$ 26.17	16.75

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PAIN1144-006 12/01/2018

	Rates	Fringes
PAINTER: Spray.....	\$ 29.84	17.55

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PLAS0926-001 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.63	21.26

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 TEAM0175-008 12/07/2015

	Rates	Fringes
TRUCK DRIVER		
Flatbed Truck.....	\$ 30.98	15.98
Off the Road Truck.....	\$ 31.77	15.98
Pick-up Truck.....	\$ 30.01	15.98
Tractor Haul Truck.....	\$ 31.77	15.98

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 \* UAVG-WV-0016 01/01/2019

	Rates	Fringes
LABORER (Mortar Mixer).....	\$ 26.17	16.50
LABORER (Vibrating Plate).....	\$ 26.17	16.50

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 \* UAVG-WV-0022 01/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Drill).....	\$ 32.19	18.30

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 SUWV2012-071 08/13/2012

	Rates	Fringes
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 24.75	14.94
OPERATOR: Boom.....	\$ 28.71	11.59
OPERATOR: Oiler.....	\$ 22.03	14.64
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 24.39	15.50
PIPEFITTER.....	\$ 35.86	19.30
Truck Driver, Dump (Excluding Off the Road Trucks).....	\$ 23.50	11.86

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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