

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER 36C24424R0046	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 02-15-2024	PAGE OF PAGES 1 42
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER 642-24-115
7. ISSUED BY Department of Veterans Affairs Network Contracting Office 4 VA Medical Center 3900 Woodland Ave Philadelphia PA 19104	CODE 00244	8. ADDRESS OFFER TO stephen.gulotta@va.gov
9. FOR INFORMATION CALL:	a. NAME Kaitlyn House	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 302-588-9819

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)

642-24-115 Urgent Replacement of Hot Riser Bldg 2 6th Floor.

1. This procurement is a 100% Total Service Disabled Veteran Owned Small Business (SDVOSB) Set-Aside under MATOC.
2. The NACIS Code is 236220 with a small business size standard of \$45.0 Million.
3. All information contained in the parent MATOC including FAR and VAAR clauses either in full text or referenced are to be considered part of this solicitation and subsequent Task Order.
4. The contractor shall be responsible for the correct title classification of workers and compliance with all applicable wage and hour laws.
5. the project magnitude is between \$250,000 and \$500,000
6. A scheduled site visit will take place on 20 Feb 2024 at 11:30AM. See location details within. NO LATE ARRIVALS
7. RFIs are due NLT 27 Feb 2024 at 4:00PM.
8. Responses to RFIs will be issued by amendment. No RFIs will be accepted beyond the RFI due date.
9. All proposals are due to the contracting officer by (item13 below)
10. Faxed proposals will not be accepted. All proposals shall be emailed.
11. Email proposals no later than submissions date and time to stephen.gulotta@va.gov
12. Award will be made to the lowest proposed responsive, responsible offeror whose offer, is in conformance with this solicitation.
13. This solicitation may be cancelled and all offers rejected before award but after solicitation closing date when it is clearly in the best interest of the Philadelphia VA Medical Center to do so.
14. Drawing attached

NOTE: Failure to return a signed copy of 852.219-75 will result in proposal not being considered for award.

11. The Contractor shall begin performance within 10 calendar days and complete it within 28 calendar days after receiving award, notice to proceed. This performance period is mandatory negotiable. (See 52.211-10).

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 4:00pm EDT (hour) local time 03-12-2024 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due.
- b. An offer guarantee is, is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- d. Offers providing less than 180 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NUMBER (Include area code)	
CODE		16. REMITTANCE ADDRESS (Include only if different than Item 14.)	
FACILITY CODE			

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 3304(a) ()
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26. ADMINISTERED BY 00244 Department of Veterans Affairs Network Contracting Office 4	27. PAYMENT WILL BE MADE BY Austin Payment Center Department of Veterans Affairs PO Box 149971 Austin TX 78714-9971 PHONE: (877) 353-9791 FAX: (512) 460-5429
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print)
30b. SIGNATURE	31b. UNITED STATES OF AMERICA
30c. DATE	31c. AWARD DATE
	BY

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CORPORAL MICHAEL J. CRESCENZ VA MEDICAL
CENTER

3900 WOODLAND AVENUE

PHILADELPHIA, PA 19104

Date: January 30th, 2024

Urgent Replacement of Hot Riser Bldg. 2 6th
Floor Interstitial
Prepared by: Eric Litvin
Healthcare Engineer

1. Background Information

A section of a 5" galvanized hot water riser main located on Column E-13 in the 6th Floor Interstitial in Building 2 is leaking due to age and significant amount of corrosion and decay. This poses a risk to the floors and medical equipment underneath if the pipe ruptures. This project will replace the corroding copper and galvanized steel pipe riser main from the Sub-Basement (water heater check valve located in Room B3B111) to the 8th Floor of Building 2. The diameter of the copper pipe should match the replaced galvanized pipe.

Location of Work

Address:

- Corporal Michael J. Crescenz VA Medical Center (CMCVAMC)
3900 Woodland Ave, Philadelphia, PA 19104
Building 2 - Floors Sub-Basement to 8th

2. Scope of Work

The awarded Contractor shall supply all necessary tools, labor, equipment, materials, and supervision required to replace the entire hot water riser associated with the leaking 5" galvanized hot water riser pipe main at Column E-13 in the 6th Floor Interstitial. The scope of work includes but not limited to the replacement of the 6" copper pipe that runs from the hot water heaters to the flange in the Sub-Basement Floor, the 6" galvanized steel pipe that runs from the flange to the 6th Floor Interstitial, the 5" galvanized steel pipe that runs from the 6th Floor Interstitial to the 8th Floor, and the rest of the copper pipe running towards the Penthouse. Replace the galvanized pipe with similar diameter copper pipe all the way through to the valves located on the 8th Floor. A portion of the riser path is enclosed in chase in some areas and runs exposed in mechanical room/interstitial areas. New copper pipes are required to be brazed and properly riser climbed where it is routed in enclosed chase. Existing valves are to be replaced with new valves along the riser path.

Specifically, the contractor shall complete the following work:

- Install ICRA as required during all phases of the work to include plastic sheeting and self-contained air filtration. ICRA to be removed at the conclusion of the work each day as necessary to facilitate hospital operations.
- Fabricate and install new 5" copper pipe and 6" copper pipe (approximately 120') with associated fittings, flanges, riser clamps, pipe brazing, check valves and butterfly valves as required from the Sub-Basement to the 8th Floor.

- Remove existing chase wall as required to access the hot water piping.
- Remove existing 5" and 6" galvanized hot water riser pipe and associated fittings, flanges, riser clamps, check valves and butterfly valves from the Sub-Basement (hot water heater) to the 8th Floor.
- Install new copper hot water riser, put riser tie-ins back in place.
- Pressure test all new pipe to 100 psi.
- Hyperchlorinate new piping to ≥ 200 ppm for three hours minimum, and flush to ≤ 4 ppm at the conclusion of the retention period.
- Restore to original condition - Rebuild chase wall. Paint to match existing (Paint shall be Sherwin Williams ProMar 200zero VOC Interior Latex, Extra White Base, Eggshell Finish, Color – To match existing).

No large dumpsters will be permitted on site. Tommy Carts or equivalent will be used and will be coordinated with the project COR. Label Tommy Cart or equivalent with Company Name, Address, & Primary Contact Information.

Personal Protective Equipment (PPE). Contractor shall wear appropriate PPE per OSHA standards and regulations and contractors' safety plan.

3. Scope of Work Deduct (Optional Bid)

This optional bid is the same as the initial Scope of Work, but the awarded Contractor shall supply all necessary tools, labor, equipment, materials, and supervision required to **ONLY** replace the section of the leaking 5" galvanized hot water riser main with copper pipe. This work will occur on Column E-13 starting at the stainless-steel butterfly valve located on the 8th Floor and ending on the 6th Floor Interstitial section (approximately 26').

4. Period of Performance

All work shall be complete within 28 calendar days from the notice to proceed.

5. Additional Information

Safety and Security

Contractor personnel that will be performing work at the CMCVAMC will be required to obtain a PIV badge. Contractor will coordinate issuance of PIV badges with the COR and CMCVAMC Police. The PIV badge will be clearly displayed by contractor personnel while at the facility.

The contractor shall adhere to all OSHA, EPA, NFPA Life Safety Codes, and all other regulatory requirements. In performance of this contract, the contractor shall follow CMCVAMC safety policies and standards for safe work practices and take such safety precautions as the Safety Officer or designee may determine to be reasonably necessary to protect the lives and health of occupants of the building. Contractor is responsible for the supervision of all the employees while on government property. The contractor is responsible to identify, provide and maintain all personal protective equipment required to perform the duties outlined in the contract. In addition, the contractor is responsible for identifying and providing all applicable safety programs (i.e., lockout/tag out, confined space entry, universal precautions, etc.) required performing the work. The contractor is responsible for providing its employees appropriate training on safety programs and the proper use of Personal Protective Equipment (PPE). Documentation shall be maintained by the contractor.

The C&A requirements do not apply, and that a Security Accreditation Package is not required.

The contractor shall coordinate access to all work areas with the CMCVAMC FMS staff. The contractor shall not interfere with patients or employees without prior notification to and approval from the CMCVAMC. The contractor shall ensure that, under no circumstances, any of its employees shall enter an area not authorized for access by the CMCVAMC. The contractor shall immediately notify the COR if any system is inoperable or hazardous via telephone and email.

Contractor Parking and Storage

Contractor storage and parking are very limited and the CMCVAMC may not be able to accommodate requests for parking and/or storage.

Infection Control Risk Assessment (ICRA) and Worksite Cleanliness

Infection Control Risk Assessment (ICRA) Protection will be required around the affected area. ICRA Protection will all be level 3. The Contracting Officer Representative (COR) and Infection Control will inspect and accept the ICRA barriers once the contractor's Superintendent alerts all that the barriers are ready for inspection. No construction work will be allowed to commence until after the ICRA barriers have been inspected and accepted by Infection Control personnel and the Project COR.

The contractor is responsible for daily worksite cleanliness from initiation of work until completion of work. The contractor shall not leave any tools, ladders, parts and/or supplies unattended in the public area at any time. After work is complete, the worksite must be thoroughly cleaned and returned to an acceptable level of cleanliness, as determined by the CMCVAMC.

Working Hours

Unless otherwise approved by the COR, all work will be performed between 3:00pm - 11:00pm Monday through Friday. If the contractor desires to work outside these hours or over a weekend, prior approval is required from the CO and COR. Requests to modify these working hours shall be submitted in writing to CO and COR at least 3 days in advance to ensure patient care in uninterrupted and COR coverage of work is available. Weekend access is available through the B Gate Entrance on Woodland Ave.

Utility Shutdowns and Lock-out Tag-out

The Contractor shall submit a request to interrupt any CMCVAMC CLC utility services to COR, in writing, at three weeks in advance of the proposed interruption. The request will be made on the CMCVAMC FMS Utility Shutdown Request Form and must indicate the reason, date, exact time of, and approximate duration of such interruption. The contractor shall work with the COR and other FMS staff to determine all operational impacts from a shutdown and mitigating efforts to limit impacts. Utility shutdowns may be required to be performed after hours and on weekends.

CFR 1910.147 App A – Typical Minimal Lockout Procedures shall be used for all Lock-Out Tag-out requirements (<https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.147AppA>).

**INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO
BIDDERS/OFFERORS**

TASK ORDER TERMS AND CONDITIONS

PROPOSAL MATERIALS:

Offeror materials consist of pictorial drawings, specifications, Request for Proposal forms, and any issued Amendments which will be provided via email when issued to eligible MATOC contractors.

PROPOSAL SUBMISSION:

The following documents **MUST** be returned to the contracting office:

1. This RFP with completed proposal schedule
2. Acknowledgement of any and all amendments in block 19 of the Standard Form 1442.
3. Provide your company MATOC contract number below.
4. Complete blocks 30 A, B, and C of the Standard Form 1442.
5. One (1) original completed/signed SF 24 Bid Bond (**if required**). Mail the original bid bond (see block 7 of the 1442) and email a copy with the proposal. **A BID BOND IS NOT REQUIRED SINCE THIS PROJECT WILL BE AWARDED UNDER A MATOC TASK ORDER.**
6. One (1) original fully completed Calculation Worksheet for Self-Performed and Subcontracted Work; - See A-1.
7. One (1) original fully completed Contractor Certification Regarding Safety and Environmental. See A-2.

Offerors are responsible for insuring and verifying their proposal and all required proposal documents are received at the email address stephen.gulotta@va.gov by the date and time specified in this document (subject to amendment).

All clauses contained in the MATOC are considered to be part of this solicitation and hold the same effect as if listed in this solicitation.

Enter Your MATOC Contract Number:

COST/PRICE SCHEDULE

The Government intends to award a contract to the responsive/responsible offer for Line Item 0001 to achieve the best value for the Government.

ITEM 0001 BASE PRICE – The contractor shall provide all labor, supplies, transportation and equipment necessary for asbestos abatement as identified on the attached SOW. Contractor shall ensure a complete working roofing system at the CMC VA Medical Center, located at 3900 Woodland Ave, Philadelphia, PA9104.

This project has short time suspense. Refer to the full detailed Statement of Work, construction drawings and specifications as accompanied herewith for details of the scope of work for this contract.

<u>ITEM</u>	<u>SERVICE</u>	<u>QTY</u>	<u>UNIT</u>	<u>PRICE</u>
0001 Base Price	Construction	1	Job	Lump Sum \$ _____
0002 Bid Deduct	Construction	1	Job	Lump Sum \$ _____

Firm Fixed Price (FFP)

This project is located within the Philadelphia VA Medical. Contractor shall have knowledge of all aspects pertaining to this statement of work and shall perform as per specifications as outlined in Master Construction Specifications as required by drawings and specifications.

FOB: Destination

PROJECT SPECIFIC INFORMATION

Philadelphia VA Medical Center

Philadelphia, PA 19104

WAGE DETERMINATION APPLICABLE TO THIS PROJECT:

General Decision Number: PA20240003 01/19/2024

State: Pennsylvania

Construction Type: Building

County: Philadelphia County in Pennsylvania

Contained Within

PERFORMANCE PERIOD: The Contractor shall be required to (a) commence work under this contract within 7 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 90 calendar days. The time stated for completion shall include final cleanup of the premises.

BID GUARANTEE: Not Required for a MATOC Task Order

PERFORMANCE & PAYMENT BONDS: In accordance with FAR 28.102-1 and Contract Clause 52.228-15, offerors are reminded that any award amount over \$30,000 shall require a Payment Bond (or other acceptable protection - see clause FAR 52.228-13), and awards exceeding \$150,000 shall require both Payment and Performance Bonds. All bonds are due no later than 10 calendar days after award.

AFFIRMATIVE ACTION GOALS AND GEOGRAPHICAL AREA (reference FAR 52.222-23):

Goals for Minority Participation for each trade: 2.5%

Goals for Women Owned Business Participation for each trade: 6.9%

The Geographical covered area for this solicitation (project) is: Philadelphia County, PA

LIQUIDATED DAMAGES: N/A

RESTRICTION ON SUBMISSION AND USE OF EQUAL PRODUCTS: YES or NO

METRIC PRODUCTS:

Products manufactured to metric dimensions will be considered on an equal basis with those manufactured using inch/pound units, providing they fall within the tolerances specified using conversion tables contained in the latest revision of Federal Standard No. 376B, and all other requirements of this document are met. If a product is manufactured to metric dimensions and those dimensions exceed the tolerances specified in the inch/pound units, a request should be made to the contracting officer to determine if the product is acceptable. The contracting officer, in concert with the Contracting Officer's Representative, will accept or reject the product, (reference VA Handbook 0100, Metrics).

DRAWINGS WILL BE AVAILABLE: Yes, contained within.

SPECIFICATIONS WILL BE AVAILABLE: No.

SECURITY BADGES/BACKGROUND INVESTIGATIONS:

All prime contractor personnel and subcontractor personnel will be required to obtain a Flash Badge (Day Pass) prior to reporting to the jobsite. Within ten (10) business days of personnel arriving at the work site, the General Contractor to whom award is made will be responsible for submitting a list of all personnel and subcontractor personnel and submitting it to the COR and the Personnel Security Officer at the Philadelphia VA Medical Center. Badges will be issued to qualified personnel and must be worn and visible at all time while in VA property. The General Contractor shall be responsible for completion of the VHA Security Center Turn-In Inventory Report and forwarding it to the Contracting Officer at the end of the construction project. General Contractor is responsible for obtaining and turning in ALL badges.

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL:

FAR clause 52.204-9 applies: Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD- 12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201. The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a federally-controlled facility or routine access to a Federal information system.

SITE VISIT:

An organized site visit has been scheduled for –

20 February 2024, at 11:30am

Participants will meet at – Building 5

Philadelphia VA Medical Center
3900 Woodland Ave
Philadelphia, PA 19104

REQUESTS FOR INFORMATION (RFI): Shall be submitted NLT 27 February 2024, at 4:00 PM via Email to Stephen.Gulotta@va.gov

PROPOSAL DUE TIME AND DATE: *NLT 4:00 PM local time on March 12, 2024 - Email submission only.*

BASIS FOR AWARD: **Lowest Proposed Responsive, Responsible Price Received in Response to this Solicitation.** No discussions are expected to be necessary however are reserved to be conducted at the discretion of the Contracting Officer.

RESPONSIBILITY REQUIREMENTS:

A responsibility check will be accomplished for the apparent awardee prior to award. By submission of an offer, interested firms acknowledges the requirements that a prospective awardee must be in the System for Award Management (SAM) database prior to award and qualified as a small business under NAICS 236220. Lack of registration in the SAM database will make a contractor ineligible for award. Any information retrieved or received by the Government that would be cause for negative or unsatisfactory responsibility rating may result in the offeror being determined ineligible for award.

AWARD OF CONTRACT:

Award may be delayed 120 days after offer is received with no additional cost to the Government.

CONFORMANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS:

The Contractor shall perform work under this contract consistent with the relevant policy and objectives identified in the agency, organizational, or facility Green Environmental Management System (GEMS) applicable for your contract. The Contractor shall perform work in a manner that conforms to all appropriate Environmental Management Programs and

Operational Controls identified by the agency, organizational, or facility GEMS, and provide monitoring and measurement information as necessary for the organization to address environmental performance relative to the environmental, energy, and transportation management goals. In the event an environmental nonconformance or noncompliance associated with the contracted services is identified, the contractor shall take corrective and/or preventative actions. In the case of a noncompliance, the Contractor shall respond and take corrective action immediately. In the case of a nonconformance, the Contractor shall respond and take corrective action based on the time schedule established by the facility GEMS Coordinator. In addition, the Contractor shall ensure that their employees are aware of the roles and responsibilities identified by the environmental management system and how these requirements affect their work performed under this contract.

All on-site contractor personnel shall complete yearly EPA sponsored environmental training specified for the type of work conducted on-site. Upon inclusion in the contract, the Contracting Officer's Representative will verify that all contractor personnel have acquired EMS Awareness Training at their appropriate site or location.

REFERENCES TO VA ENGINEER, RESIDENT ENGINEER, SENIOR RESIDENT ENGINEER, OR PROJECT MANAGER:

Any reference contained within solicitation documents such as specifications and drawings to VA Engineer, Resident Engineer, Senior Resident Engineer, Project Manager, or there abbreviations are to instead be read as and substituted with 'Contracting Officer's Representative' (COR).

A.1 - CALCULATION WORKSHEET FOR SELF-PERFORMED AND SUBCONTRACTED WORK

CALCULATION OF SELF-PERFORMED/SUBCONTRACTED WORK

Offerors for General Construction (NAICS code 236220) must provide at least 15 percent (25% for specialty trade NAICS codes) of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns. Provide a breakdown of material and personnel costs, by specification division listed for the project. Home Office overhead, profit/fee and bond costs shall be added after a subtotal of personnel and material/Equipment costs has been calculated. Clearly identify the personnel costs you will be performing, and the personnel costs of other eligible Service- Disabled Veteran-Owned small business concerns. Below is a suggested format:

Specification Division	SDVOB Vendor (Y or N)	Personnel Cost	Material/Equipment Costs
Division 01		\$	\$
Division 02		\$	\$
Division 03		\$	\$
(Add additional lines as necessary for each Division applicable to this project)		\$	\$
		\$	\$
		Sub Total (Personnel Costs, Material/Equipment Costs)	\$
		Profit	\$
		Home Office Overhead	\$
		Bond	\$
		Grand Total	\$

Calculation of self-performed personnel costs:

1. Total personnel costs * both prime and all subcontractors: \$ _____
2. Subtract all subcontractor personnel costs* that are not SDVOSB
companies that will perform work on this contract: \$ _____
3. Remainder is 'Total amount of work to be self-performed under the
Contract': \$ _____
4. Self-performed work = Line 3/Line 1 x 100 = _____ %

*personnel costs include labors, mechanics, other tradesmen, and office personnel directly charged to the project (includes project manager, job superintendent, administrative, estimators, etc.)

I certify the above representations are true and correct to the best of my knowledge.

(Signature and Typed Name of Authorized Representative)

Date

(Title of Authorized Representative)

A2 - CONTRACTOR CERTIFICATION REGARDING SAFETY AND ENVIRONMENTAL

Contractor Certification Regarding Project: Urgent Replacement of Hot Riser BLD2 6th Floor

Safety or Environmental Violations and Experience Modification Rate

All Bidders/Offerors shall submit the following information pertaining to their past Safety and Environmental record. The information shall contain, at a minimum, a certification that the bidder/offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA or any EPA violation(s) in the past three years.

All Bidders/Offerors shall submit information regarding their current Experience Modification Rate (EMR) equal to or less than 1.0. This information shall be obtained from the bidder’s/offeror’s insurance company and be furnished on the insurance carrier’s letterhead.

Self-insured contractors or other contractors that cannot provide their EMR rating on insurance letterhead must obtain a rating from the National Council on Compensation Insurance, Inc. (NCCI) by completing/submitting form ERM-6 and providing the rating on letterhead from NCCI. Note: Self-insured contractors or other contractors that cannot provide EMR rating on insurance letterhead from the states or territories of CA, DE, MI, NJ, ND, OH, PA, WA, WY, and PR shall obtain their EMR rating from their state run worker’s compensation insurance rating bureau.

A *Determination of Responsibility* will be accomplished for the apparent awardee prior to processing the award. The above information, along with other information obtained from Government systems, such as the OSHA and EPA online inspection history databases will be used to make the *Determination of Responsibility*. Failure to affirm being within the guidelines above may result in a determination of “Non-Responsibility” for the bidder/offeror. Failure to submit this information may result in a determination of “Non-Responsive” for the bidder/offeror.

NOTE: Any information received by the Government that would cause for a negative *Determination of Responsibility* may make the bidder/offeror ineligible for award.

This requirement is applicable to all subcontracting tiers, and prospective prime contractors are responsible for determining the responsibility of their prospective subcontractors.

	2020	2021	2022
Number of serious, willful, or repeat violations from OSHA within the last 3 years. Please attach explanation for any violations. (Four serious, one repeat, or one willful disqualifies the contractor.)			

Company’s Current Insurance Experience Modification Rate (EMR) = _____

(Note: Contractor must support the EMR with a signed letter from Insurance Carrier on their letterhead.)

Signature: _____

Typed Name: _____

Title: _____

GENERAL CONDITIONS

4.1 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (NOV 2022)

(a) Pursuant to 38 U.S.C. 8127(k)(2), the offeror certifies that—

(1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows:

(i) *Services*. In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219–73 or VOSBs as set forth in 852.219–74. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(ii) *General construction*. In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219–73 or VOSBs as set forth in 852.219–74. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(iii) *Special trade construction contractors*. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219–73 or VOSBs as set forth in 852.219–74. Any work that a similarly situated subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(2) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

(3) If VA determines that an SDVOSB/ VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:

(i) Referral to the VA Suspension and Debarment Committee;

(ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and

(iii) Prosecution for violating section 1001 of title 18.

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. Contracting officers may, at their discretion, require the contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the contracting officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance with the limitations on subcontracting requirement. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed and returned with the offeror's bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification

I hereby certify that if awarded the contract, [insert name of offeror] will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of [insert name of offeror].

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

See attached document: Project Sketch Final.

"General Decision Number: PA20240003 01/19/2024

Superseded General Decision Number: PA20230003

State: Pennsylvania

Construction Type: Building

County: Philadelphia County in Pennsylvania.

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

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

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

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$17.20 per hour (or
	the applicable wage rate
	listed on this wage
	determination, if it is

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

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

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

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/19/2024

ASBE0014-001 05/01/2023

	Rates	Fringes
Asbestos Workers/Insulator Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 57.84	43.13

BOIL0013-001 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 52.10	35.38

BRPA0001-006 05/01/2021

	Rates	Fringes
BRICKLAYER.....	\$ 45.45	30.16

BRPA0001-008 05/01/2022

	Rates	Fringes
TILE SETTER.....	\$ 48.81	29.32

BRPA0001-011 05/01/2022

	Rates	Fringes
MASON - STONE.....	\$ 45.90	31.20

BRPA0001-015 05/01/2022

	Rates	Fringes
Pointer, caulker and cleaner.....	\$ 47.75	29.70

CARP0158-001 05/01/2023

	Rates	Fringes
Carpenter/Lather.....	\$ 52.64	29.27

CARP0219-005 05/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 51.60	35.81

CARP0251-001 05/01/2023

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 53.93	30.27

CARP0474-004 05/01/2023

	Rates	Fringes
PILEDRIVERMAN.....	\$ 46.73	41.69

ELEC0098-003 05/02/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 65.76	61%+1.98

ELEC0098-014 05/02/2022

	Rates	Fringes
ELECTRICIAN (Sound and Communication Technician) (Installation of Voice Data, IT Network, Wifi)).....	\$ 63.97	30.40

ELEV0005-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 66.21	37.335+a+b

FOOTNOTES FOR ELEVATOR MECHANICS:

A. PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Years's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

* ENGI0542-002 05/01/2023

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 52.20	32.81
GROUP 1a.....	\$ 55.20	33.70
GROUP 2.....	\$ 51.95	32.74
GROUP 2a.....	\$ 54.97	33.61
GROUP 3.....	\$ 47.87	31.53
GROUP 4.....	\$ 47.57	31.44
GROUP 5.....	\$ 45.85	30.93
GROUP 6.....	\$ 44.85	30.65

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day; Memorial Day;
Independence Day; Labor Day; Thanksgiving Day and Christmas Day

TOXIC/HARARDOUS WASTE REMOVAL

Add 20 per cent to basic hourly rate for all classifications

BOOM LENGTH PAY:

On all machines with booms, jibs, masts and leads, including tower cranes, 100 ft. from ground up, fifty cents (\$.50) per hour additional will be paid for each increment of 25 ft. over 100 ft. On cranes with booms (including jibs, masts and leads) 200 ft. and over, two (2) operators will be required. When two (2) operators are employed, no Oiler will be required. Booms to be measured from the ground up. Tower cranes calculated from ground up and out for purpose of boom pay.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Handling steel and stone in connection with erection, cranes doing hook work, any machine handling machinery, helicopters, concrete pumps building machines similar to the above, including remote, robotic or laser control equipment.

GROUP 1a: Machines handling steel, or the functional equivalent, and stone in connection with erection 15 ton and over factory rating; Cranes doing hook work 15 ton and over factory rating; Any machines handling machinery; High Rail/Burro Crane 15 ton and over factory rating; Rail Loader (Winch Boom Type) 15 ton and over factory rating; Concrete Pumps (Building) 120 feet of Boom length or less (200 yard pour or less); Machines similar to above,

including remote, robotic or laser control equipment;
Equipment in this Wage Group that does not require an
oiler.

GROUP 2: All types of cranes, All types of backhoes,
Cableways, Draglines, Keystones, all types of shovels,
Derricks, Pavers 21E and over, Trenching machines, Trench
shovel, Gradalls, Front-End loaders, Boat Captain, Pippin
type backhoes, Tandems scrapers, Towers type crane
operation erecting, Dismantling, Jumping or Jacking,

Drills

(self-contained), (drillmaster type) forklift (20 ft. and
over), Motor patrols (fine grade), Batch plant with
mixer,

Carryalls, Scraper, Trounapulls, Roller (Hith Grade
Finishing), Spreaders (asphalt), Bulldozers and Tractors,
Mechanic welder, Conveyor loaders (euclid-type wheel),
Concrete pump, Milling Machines, Hoist with two towers,
Building hoist double drum (unless used as a single
drum),

Mucking machines in tunnel, All auto grade and concrete
finishing machines, Bundle pullers/extractors (tublar),
bobcat. side broom, directional boring machines, vermeer
saw type machines (other than than hand held tractor
mounted

hydro axe, chipper with boom, all) machine similar to the
above including remote, robotic or laser control
equipment.

GROUP 2a: Crawler backhoes and Crawler gradalls over one
cubic yard factory rating; Hydraulic backhoes over one
cubic yard factory rating; All types of cranes 15 ton and
over factory rating; Cherry picker type machinery and
equipment 15 ton and over factory rating; Concrete Pumps
(Heavy/Highway); Machines similar to above, including
remote, robotic or laser control equipment; Equipment in
this Wage Group that does not require an oiler.

GROUP 3: Asphalt plant engineers, Well drillers, Ditch
witch

(small trencher), Motor patrols, Fine grade machines,
Ten-ton roller (grade fill stone base), Concrete breaking
machines, Guilloline only, Stump grinder, Conveyors
(except

building conveyors), Fork lift trucks of all types, High
pressure boliers Elevator Operator (New Construction)
Machine similar to the above, including remote, robotic or

laser control equipment

GROUP 4: Seaman, Pulverzer form line grader, Farm tractors, road finishing, Concrete spreader, Power broom (self-contained), Seed spreader, Grease truck, toxic/hazardous wate removal rate 20 per cent added to all classifications and machiines similar to the above including remote, robotic or laser control equipment.

GROUP 5: Compressors pumps, Well point pumps, Welding machines Tireman, Power equipment, Maintenance engineer (power boats), Elevator Operators (Renovations) and machine similar to the above including remote, robotic or laser control equipment.

GROUP 6: Fireman, Oilers and deck hands (personnel boats), grease truck. Machines similar to the above including remote, robotic or laser control equipment.

IRON0401-002 07/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 51.20	40.60

IRON0405-002 07/01/2023

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 48.29	34.17

The following holidays shall be observed and when work is performed thereon it shall be paid for at twice the base rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees shall be off Christmas Eve Day and receive four hours pay.

Employees who have to work on Christmas Eve Day shall work

four hours and be paid for eight hours pay for the holiday.

Any time worked beyond fours hours shall be paid at the double time rate plus the four hours holiday pay. To receive holiday pay, the employee must work the day before

Christmas Eve and the first working day after Christmas Day.

IRON0405-004 07/01/2023

	Rates	Fringes
IRONWORKER (Rigger and Machinery Mover).....	\$ 48.29	34.17

The following holidays shall be observed and when work is performed thereon it shall be paid for at twice the base rate: New Year's Day, Memorial Day, Independence Day, Labor

Day, Thanksgiving Day, and Christmas Day. Employees shall

be off Christmas Eve Day and receive four hours pay.

Employees who have to work on Christmas Eve Day shall work

four hours and be paid for eight hours pay for the holiday.

Any time worked beyond fours hours shall be paid at the double time rate plus the four hours holiday pay. To receive holiday pay, the employee must work the day before

Christmas Eve and the first working day after Christmas Day.

LABO0332-001 05/01/2023

	Rates	Fringes
LABORER GROUP 1.....	\$ 36.45	26.29

GROUP 2.....	\$ 36.55	26.29
GROUP 3.....	\$ 36.60	26.29
GROUP 4.....	\$ 36.75	26.29
GROUP 5.....	\$ 36.80	26.29
GROUP 6.....	\$ 36.59	26.29
GROUP 7.....	\$ 37.70	26.29
GROUP 8.....	\$ 37.85	26.29
GROUP 9.....	\$ 38.00	26.29
GROUP 10.....	\$ 38.25	26.29
GROUP 11.....	\$ 36.82	26.29

LABORERS CLASSIFICATIONS

GROUP 1: Building site work; Stripping and dismantling concrete form work; loading, unloading, carrying and handling of all reinforced steel and steel mesh; handling lumber and other building materials; operating jackhammers, paving breakers and all other pneumatic tools; building scaffolds; raking, shoveling and tamping of asphalt; spading and concrete pit work; grading; form pinning; shoring; demolition except burners; laying conduits and ducts; sheathing; lagging; laying non-metallic pipe and caulking; all other types of laborers; pouring concrete; operating vibrator; free air tunnels: miners.

GROUP 2: Power buggies; burners on demolition

GROUP 3: Wagon drill operator (single)

GROUP 4: Powdermen; wagon drill operator (multiple); circular caisson excavation; underpinning excavation

GROUP 5: Caisson bottom man

GROUP 6: Yard workers

GROUP 7: Trackmen; brakemen; groutmen; bottom shaft men;
all other men in free air tunnels

GROUP 8: Form setters

GROUP 9: Miners bore driver; blasters; drillers;
pneumatic
shield operators

GROUP 10: Welders and burners

GROUP 11: Mason Tender

LABO0332-002 05/01/2023

	Rates	Fringes
LABORER (Asbestos Abatement, Toxic and Hazardous Waste Removal, Lead Based Paint Removal).....	\$ 37.95	26.64

LABO0413-004 05/01/2023

	Rates	Fringes
Landscape Laborer Farm Tractor Driver, Hydroseeder Nozzleman and Mulcher Nozzleman.....	\$ 29.45	23.55+A

FOOTNOTE:

A. PAID HOLIDAYS: Independence Day, Labor Day, and
Thanksgiving Day.

MARB0001-003 05/01/2021

	Rates	Fringes
MARBLE FINISHER.....	\$ 25.10	20.75
TERRAZZO FINISHER.....	\$ 27.03	20.58
TILE FINISHER.....	\$ 25.10	20.75

MARB0003-002 05/01/2021

	Rates	Fringes
MARBLE SETTER.....	\$ 44.90	30.75

TERRAZZO WORKER/SETTER.....\$ 48.01 28.67

PAIN0021-001 05/01/2021

Rates Fringes

Painters:

Brush, Roller.....\$ 41.24 28.10

Spray, Steel and Swing.....\$ 42.49 28.10

PAIN0021-012 05/01/2023

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 41.80 31.36

PAIN0252-001 06/01/2021

Rates Fringes

Window Tinter.....\$ 25.02 13.06

PAIN0252-006 05/01/2022

Rates Fringes

GLAZIER.....\$ 46.09 34.83

PLAS0008-001 05/01/2022

Rates Fringes

PLASTERER.....\$ 41.97 32.20

PLAS0592-011 05/01/2023

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 44.20 32.76

PLUM0420-008 05/01/2023

	Rates	Fringes
Steamfitter.....	\$ 67.37	41.68

PLUM0690-002 05/01/2023

	Rates	Fringes
PLUMBER.....	\$ 64.73	37.21

ROOF0030-001 05/01/2022

	Rates	Fringes
Roofers:		
Composition.....	\$ 41.48	33.37+A
Shingles.....	\$ 31.25	21.75+A
Slate and Tile.....	\$ 34.25	21.75+A

FOOTNOTE (Composition Roofer only):
A. PAID HOLIDAY: Election Day

* SFPA0692-001 01/01/2024

	Rates	Fringes
SPRINKLER FITTER.....	\$ 64.17	33.15

SHEE0019-008 05/01/2023

	Rates	Fringes
SHEET METAL WORKER.....	\$ 57.31	47.47

SHEE0019-023 07/15/2023

	Rates	Fringes
SHEET METAL WORKER (Sign Makers & Hangers).....	\$ 31.76	24.63

TEAM0107-001 05/01/2023

	Rates	Fringes
TRUCK DRIVER (BUILDING CONSTRUCTION)		
GROUP 1.....	\$ 36.29	21.555+a+b
GROUP 2.....	\$ 36.39	21.555+a+b
GROUP 3.....	\$ 36.64	21.555+a+b

TRUCK DRIVER (SITE PREPARATION, PAVING AND UTILITIES ON BUILDING CONSTRUCTION)		
GROUP 1.....	\$ 36.14	21.555+a+b
GROUP 2.....	\$ 36.24	21.555+a+b
GROUP 3.....	\$ 36.49	21.555+a+b

TRUCK DRIVERS CLASSIFICATIONS (BUILDING CONSTRUCTION)

GROUP 1 - Stake body truck (single axle), 11/2 ton and under vehicles

GROUP 2 - Truck driver over 11/2 tons, dump trucks, tandem and batch trucks, semi-trailers, agitator mixer trucks and dumcrete type vehicle, asphalt distributors, farm tractors when used for transportation, stake body truck (tandem)

GROUP 3 - Euclid type, off-highway equipment - back or belly dump trucks and double-hitched equipment, straddle (ross) carrier, lowbed trailers

TRUCK DRIVERS CLASSIFICATIONS (SITE PREPARATION, PAVING AND UTILITIES ON BUILDING CONSTRUCTION)

GROUP 1 - Stake body truck (single axle), dumpster

GROUP 2 - Dump trucks, tandem and batch trucks, semi-trailers, agitator mixer trucks, and dumpcrete type vehicles, asphalt distributors, farm tractor when used for transportation, stake body truck (tandem)

GROUP 3 - Euclid type, off-highway equipment or bell dump trucks and double hitched equipment, staddle (ross) carrier, low-bed trailers

FOOTNOTE:

A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and five personal holidays provided employee works at least one day in the three work days before and at least one day in the three work days after the said holiday. Employee earns a personal holiday every two months, provided employee has worked twenty-six day in each consecutive two month period, up to a maximum of five per calendar year. After 130 work days the employee is entitled to all five personal holidays.

B. PAID VACATION: Employee will earn one vacation day for every two months, provided employee has worked twenty-six day in each consecutive two month period, up to a maximum of five vacation days per calendar year. After 130 workdays the employee is entitled to all five days of vacation. Employees with 5 years of seniority, earn an additional week of vacation, accrued in the same way.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

Wage and Hour Administrator

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

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

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

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

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

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END OF GENERAL DECISION"

End of Document