



**Utah CommunityAction™**

1307 South 900 West Salt Lake City, Utah 84104

(801) 977-1122 | [utahca.org](http://utahca.org)

**REQUEST FOR PROPOSAL  
UCA JRR Head Start Potable Water System Upgrades**

**Amendment to Original RFP**

The submission date for the response to the RFP has been extended to November 29, 2024 at 4:00 PM

All other aspects of the RFP remain in force.



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**REQUEST FOR PROPOSAL**  
**UCA JRR Head Start Potable Water System Upgrades**

**PART 1: INTRODUCTION AND INSTRUCTIONS**

**PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

Utah Community Action (UCA) is seeking competitive proposals to re-pipe the potable water system at our James R Russell site. The scope of work is included in attachment A and detailed in the included set of plans. The James R Russell site is located at 1240 North American Beauty Drive, Salt Lake City, UT 84116. The purpose of this document is to provide detailed required specifications and to establish a fixed price contract between UCA and the contractor.

**AGENCY BACKGROUND**

Utah Community Action's mission is to empower individuals, strengthen families and build communities through self-sufficiency and education programs. Utah Community Action is a multi-faceted agency that helps low-income individuals and families overcome barriers to self-sufficiency. The agency has approximately 600 employees, and annual revenues of approximately \$50M.

Utah Community Action helps remove these barriers through six core programs:

**Workforce Development** – Helps adults with low- to moderate-income levels get access to courses and certifications that can help them work toward self-sufficiency.

**Head Start** – Provides education and health services to young children who would otherwise not be prepared for kindergarten.

**HEAT** – Helps struggling households pay their utility bills. Both yearly application and emergency need services are available.

**Case Management & Housing** – Through deposit and emergency rental assistance, landlord-tenant mediation, homelessness services and holistic case management, our Case Management and Housing Program helps clients to obtain and maintain safe, stable and affordable housing.

**Nutrition** – Helps feed households in need, provides meals for Head Start classrooms, and offers educational programs to teach better eating habits.

**Weatherization** – Helps low-income households reduce energy costs and increase comfort and safety in their homes.

Utah Community Action complies with the required federal regulations on procurement, as set forth in the Uniform Guidance 2 CFR Part 200. Efforts, including affirmative steps prescribed by federal regulation (if applicable), will be made by UCA to utilize small and minority-owned businesses, women's business enterprises, and labor surplus area firms when possible. A firm qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201, Subsector 541512) by having average annual receipts for the last three fiscal years not exceeding \$27.5 million.

### **PROPOSAL SUBMISSIONS REQUIREMENTS**

By submitting a proposal, Interested Parties acknowledge and agree that the scope of work, and evaluation process outlined herein are fair, equitable, and understood. Interested Parties further acknowledge that they have read this RFP, along with any attached or referenced documents.

To ensure a competitive and consistent review process each proposal submitted should include the following items and be organized with the outline provided below:

- a. Submit a letter outlining the general overview of the business information and individuals who will be involved in the RFP process. This letter should be a maximum of 1 page and clearly identify the qualifications of personnel that will be involved in the project and billing contact information. It should also include a date through which the bid is valid (recommended 60 days).
- b. Submit pricing based upon the RFP specifications outlined in the summary of work **-Attachment A. Proposal must be submitted as a fixed price contract with fixed price profit clearly indicated.**
- c. Proof of liability and workers compensation insurance.
- d. Bonding as outlined below.

All costs incurred by Interested Parties in the preparation and submission of a proposal, including any costs incurred during interviews, presentations, or demonstrations are the responsibility of the Interested Parties and will not be reimbursed.

### **Mandatory Pre-Bid Meeting:**

A mandatory pre-bid meet will be held at UCA's JRR facility – 1240 N American Beauty Dr. Salt Lake City, UT. Friday, November 8, 2024 at 1:00 pm.

A submission of a bid by the Contractor is considered a representation that the Contractor has visited the site and has carefully examined the conditions that will be encountered when performing the work.

The purpose of the pre-bid meeting is to allow an open forum for discussion and questioning with UCA staff regarding the RFP with all prospective proposers having an

equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, or become part of the RFP. Only written responses to written questions will be considered official and will be included as part of the RFP as an addendum.

### **WRITTEN QUESTIONS**

Questions regarding the RFP must be received in writing by 15, 2024 by 5:00 pm and should can be submitted to:

Stacy Weight, Chief Administrative Officer  
Stacy.weight@utahca.org

### **SUPPLEMENTARY TECHNICAL SPECIFICATIONS**

- A. The JRR site is home to Head Start classrooms. All work must be completed when children are not on site.
- B. All existing water supply lines need to be re-piped with non-lead based, or non-corrosive components.
- C. All work must be completed by December 31, 2024.
- D. The Contractor shall file and pay for all the required permits and inspections necessary to complete the project.
- E. The Contractor shall supply all materials, labor, tools and equipment, as specified in this Contractors Manual, required under this contract for a complete, neat and skilled installation.
- F. Contractor shall remove and dispose of all debris and materials resulting from work.
- G. Contractor shall be responsible for the repair of any adjoining work on which his work, in any way, is dependent for its proper installation.
- H. Contractor shall take all the necessary measures and precautions to protect surroundings and attachments (interior and exterior) and shall be liable for all damages that may be caused by his actions and work.
- I. The Contractor shall perform all other work as required to deliver a completed and satisfactory job using skilled craftsmen. All measurements and the Scope of Work must be verified on the job by the contractor.

J. The contractor shall be responsible for securing the premises during the course of construction and shall not permit entry by any person or persons other than his employees, sub-contractors and/or suppliers and be responsible for same.

K. The contractor shall follow all OSHA requirements, which state that under the OSH Act, employers are responsible for providing a safe and healthful workplace.

L. Said work falls under the Davis-Bacon Act. The contractor shall supply Utah Community Action with certified payroll documentation. The Davis-Bacon and Related Acts apply to contractors and subcontractors performing construction, alteration, or repair with federally funded or assisted contracts in excess of \$2,000. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. All bids should be based on the labor costs outlines in Davis Bacon Act WD#UT20240085 dated 09/27/2024 and listed in Attachment B of this document.

**SUBMISSION INSTRUCTIONS:** All bids need to be submitted in sealed hard copy format. Bids must be submitted prior to deadline at the following address:

Utah Community Action  
Attn: Stacy Weight, CAO  
1307 South 900 West  
Salt Lake City, UT 84104

Proposals must be received by 4:00 pm on November 22, 2024. Proposals received after the deadline will not be accepted.

**Proposal Rejection:** Utah Community Action reserves the right to reject a proposal if the proposal is conditional or incomplete, deemed non-responsive, or if it contains any alterations of form or other irregularities of any kind. UCA may reject any or all proposals or waive any immaterial deviation in a proposal. UCA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Vendor from full compliance with all other requirements if awarded the contract. A proposal is considered responsive if it follows the required format and meets all deadlines and other requirements outlined in this RFP.

**PROPOSAL KEY DATES**

**RFP Released**

**November 1, 2024**

**Mandatory Bid Meeting**

**November 8, 2024 at 1:00 pm**

**Last Day for Receipt Written Questions**

**November 15, 2024 by 5:00 pm**

**Proposals Due  
Bidders Interviews (if necessary)  
Selection**

**November 22, 2024 by 4:00 pm  
November 25 and 26, 2024  
November 26, 2024**

Utah Community Action may request interviews or meetings with any of the proposers to clarify any proposals.

## **PART 2: Contract Provisions**

**Equal Employment Opportunity** - All construction contracts awarded in excess of \$10,000 shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S. C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. All suspected or reported violations shall be reported to the Federal awarding agency.

**Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal grant program legislation, all construction contracts awarded by Recipients and sub-recipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The Recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. All suspected or reported violations shall be reported to the Federal awarding agency.

**Contract Work Hours and Safety Standards Act (40 U.S. C. 327-330)** - Where applicable, all construction contracts awarded in excess of \$100,000. Contracts that involve the employment of mechanics or laborers shall include a provision for compliance with

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous on federal and federally financed and assisted construction projects. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Patent Rights to Inventions Made Under a Contract or Agreement** - Contract agreements for the performance of experimental, developmental, or research work shall provide for the patent rights of the Federal Government and the Recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**Clean Air Act {42 U.S.C. 7401 et seq.} and the Federal Water Pollution Control Act {33 U.S.C. 1251 et seq.}, as amended** - Contracts and sub-grants of amounts in excess of \$100,000 shall contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Termination:** The owner may, at any time, terminate the Contract for owner's convenience and without cause.

**Debarment and Suspension:** Contractors submitting a proposal must certify that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract, by any governmental entity.

**Bonding Requirements:**

UCA will require bonding to help ensure the interest of the organization and funding sources are protected. Minimum requirements will include the following:

- A bid guarantee in the form of a bid bond, certified check, or other negotiable instrument from each bidder equivalent to five percent of the bid price assuring

that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

- A performance bond on the part of the contractor for 100 percent of the contract price, to be executed in connection with a contract to secure fulfillment of all the contractor's obligations under the contract.
- A payment bond for 100 percent of the contract price, executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in execution of the work provided for in the contract.

**Payment:**

Vendor will bill UCA at the conclusion of each month's services and invoices will be paid net 30 upon receipt of invoice by Utah Community Action.

Billing system must indicate location, date and type of service provided.

All Davis Bacon paperwork must be submitted with each invoice. Davis Bacon paperwork will be reviewed for completeness prior to payment being issued.

**Insurance Requirements:**

Vendor must provide proof insurance for the following types and amounts:

**Workers Compensation**

**Commercial General Liability** - \$1,000,000 single limit per occurrence

**Automobile Liability** - \$500,000 Each Occurrence Owned/non-owned/hired automobile included.

**Taxes:**

Utah Community Action is a tax exempt 501c3 organization and does pay sales tax.

**SELECTION PROCESS**

Proposals will be opened and evaluated by a UCA committee. Selection will be made to the proposer who is the most advantageous to Utah Community Action based on the selection criteria outlined above. UCA reserves the right to not select any proposer. Following the closure of the RFB all proposers will be notified of the selection.



**Attachment A**  
**Summary of Work**

UTAH COMMUNITY ACTION

JRR BUILDING – Potable Water System Upgrades Salt Lake City, UT

SUMMARY OF WORK

**PART 1 - GENERAL**

- A. Project Identification: Utah Community Action (UCA) James R. Russell (JRR) Building – Potable Water System Upgrade.
  - 1. Project Location – James R Russell: **1240 N. American Beauty Drive, Salt Lake City, UT 84116.**
  
- B. Owner: Utah Community Action.
  - 1. Owner's Representative: Stacy Weight, Chief Administrative Officer  
801.410.5706 [stacy.weight@utahca.org](mailto:stacy.weight@utahca.org), 1307 S, 900 W, Salt Lake City, UT 84104.
  
- D. Project Coordinator for Multiple Contracts: Owner shall serve as Project coordinator.

**Attachment B**

**Davis Bacon Wage Decision Number: UT20240085**

General Decision Number: UT20240085 09/27/2024

Superseded General Decision Number: UT20230085

State: Utah

Construction Type: Building

County: Salt Lake County in Utah.

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

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

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to

contracts subject only to the Davis-Bacon Related Acts,  
including those set forth at 29 CFR 5.1(a)(1).

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| If the contract is entered | . 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. |

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| If the contract was awarded on | . Executive Order 13658 |  
| or between January 1, 2015 and | generally applies to the |  
| January 29, 2022, and the | contract. |  
| contract is not renewed or | . The contractor must pay all |

| extended on or after January | covered workers at least |  
| 30, 2022: | \$12.90 per hour (or the |  
| | applicable wage rate listed |  
| | on this wage determination, |  
| | if it is higher) for all |  
| | hours spent performing on |  
| | that contract in 2024. |  
| \_\_\_\_\_ | \_\_\_\_\_ |

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

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

Modification Number    Publication Date

|   |            |
|---|------------|
| 0 | 01/05/2024 |
| 1 | 01/19/2024 |
| 2 | 03/15/2024 |
| 3 | 04/19/2024 |
| 4 | 05/31/2024 |
| 5 | 07/19/2024 |
| 6 | 08/09/2024 |
| 7 | 08/16/2024 |
| 8 | 08/23/2024 |
| 9 | 09/27/2024 |

CARP0801-002 12/01/2022

Rates      Fringes

CARPENTER (Drywall Hanging  
and Metal Stud Installation  
Only).....\$ 31.66      13.97

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ELEC0354-001 06/11/2024

Rates Fringes

ELECTRICIAN (Low Voltage

Wiring Only).....\$ 29.83 1.5%+15.20

ELECTRICIAN.....\$ 41.23 1.3%+17.12

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ELEV0038-003 01/01/2024

Rates Fringes

ELEVATOR MECHANIC.....\$ 53.10 37.885+a+b

FOOTNOTE:

a: Vacation Pay: 8% with 5 or more years based on regular hourly rate for all hours worked, 6% under 5 years based on regular hourly rate for all hours worked. b: Paid

holidays: New Year's Day; Memorial Day; Independence Day;

Labor Day; Veteran's Day; Thanksgiving Day; Friday after

Thanksgiving and Christmas Day

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PAIN0077-003 07/01/2022

Rates      Fringes

DRYWALL FINISHER/TAPER.....\$ 31.00      8.44

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\* PAIN0077-004 08/01/2024

Rates      Fringes

PAINTER (Brush, Roller, and

Spray, excluding

Drywall/Finisher and Taper).....\$ 24.70      8.88

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PLUM0140-001 08/01/2024

Rates      Fringes

PLUMBER/PIPEFITTER.....\$ 43.55      14.78

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SFUT0669-003 01/01/2024

Rates Fringes

SPRINKLER FITTER (Fire

Sprinklers).....\$ 39.43 26.04

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SHEE0312-002 07/01/2024

Rates Fringes

SHEET METAL WORKER (Including

HVAC Duct Installation).....\$ 44.74 13.64

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\* SUUT2012-017 07/29/2014

Rates Fringes

CARPENTER (Acoustical Ceiling

Installation Only).....\$ 21.25 2.15



CARPENTER (Form Work Only).....\$ 16.93 \*\* 1.93

CARPENTER, Excludes

Acoustical Ceiling

Installation, Drywall

Hanging, Form Work, and Metal

Stud Installation.....\$ 20.66 7.47

CEMENT MASON/CONCRETE FINISHER...\$ 15.00 \*\* 0.00

IRONWORKER, STRUCTURAL.....\$ 20.21 3.22

LABORER: Common or General.....\$ 13.84 \*\* 0.00

LABORER: Mason Tender - Brick...\$ 16.38 \*\* 1.00

LABORER: Mason Tender -

Cement/Concrete.....\$ 14.94 \*\* 0.00

LABORER: Pipelayer.....\$ 13.57 \*\* 0.00

LABORER: Landscape and

Irrigation.....\$ 9.50 \*\* 0.00

OPERATOR:

Backhoe/Excavator/Trackhoe.....\$ 14.48 \*\* 0.00

OPERATOR: Loader.....\$ 19.34 0.00

PLASTERER.....\$ 18.36 0.00

ROOFER.....\$ 13.22 \*\* 0.00

TILE FINISHER.....\$ 13.54 \*\* 0.00

TILE SETTER.....\$ 23.50 0.00

TRUCK DRIVER: Dump Truck.....\$ 15.50 \*\* 0.00

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

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,

2014.

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

### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

## State Adopted Rate Identifiers

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

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## WAGE DETERMINATION APPEALS PROCESS

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



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

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

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

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

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

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

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END OF GENERAL DECISION"