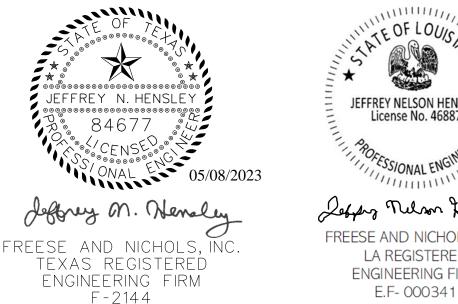
SABINE RIVER AUTHORITY OF TEXAS SABINE RIVER AUTHORITY OF THE STATE OF LOUISIANA **TOLEDO BEND PROJECT SPILLWAY ELECTRICAL IMPROVEMENTS**

RFB 23-002

ADDENDUM NO. 1 Prepared by Freese and Nichols, Inc. Louisiana Registered Engineering Firm E.F-0000341 **Texas Registered Engineering Firm F-2144** May 8, 2023





The time and location for the submission of bids is unchanged.

00 91 13 **ADDENDUM NUMBER 1**

The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the Contract Documents. Bidders shall acknowledge receipt of this Addendum in the space provided on the Proposal Form.

Addendum No. 1 009113 - 1

CONTRACT DOCUMENTS:

PROCUREMENT AND CONTRACTING REQURIEMENTS:

A1-1 Section 00 21 13 – Instructions to Bidders

Replace the specification in its entirety – reference to wage rates was added.

A1-2 Section 01 50 00 – Temporary Facilities

Reference Page 2, Paragraph 2.00 Products

Addition: Add the following to the end of the paragraph:

2.04 CONTRACTOR'S FIELD OFFICE

A. Furnish a field office of adequate size for Contractor's use, as required.

2.05 TEMPORARY STORAGE BUILDINGS

A. Furnish storage buildings of adequate size to store any materials or equipment delivered to the Site that might be affected by weather, as required.

2.06 TEMPORARY UTILITIES

- A. Provide the temporary utilities for administration of the Work, including electrical power. Pay all costs associated with furnishing temporary utilities.
 - 1. Provide a source of temporary electrical power of adequate size for construction procedures.
 - Provide electrical pole and service connections that comply with Laws and Regulations and the requirements of the power company.
 - 2. Provide temporary water as required.
- B. Provide power as required for storage. Provide power to energize space heaters for stored electrical equipment.

DRAWINGS:

A1-3 Sheet G-1

Modification: Modify General Note 19 to read:

19. Contractor shall use the following means to determine estimated quantities: 1) Scales shown on plans, 2) Existing drawings, 3) Dimensions shown on plans, 5) Measurements in the field, and 6) Google Earth.

Addendum No. 1 00 91 13 – 2

A1-4 Sheet E-9

Addition: Add the following General Note 4:

4. The proposed location of the fenced in area shall be located to the northwest of the existing CLECO transformer power pole. Contractor shall coordinate with Owner for exact location, orientation of the electrical equipment rack and gate entrance. The exact location shall be coordinated with the Owner prior to beginning any construction.

Clarification: Detail 1 – Electrical Equipment Area

The equipment rack will probably be flipped to face the other direction than what is shown on the current layout. The footprint will most likely rotate and move on the other side of the tree and have the entrance gate face a different direction. The exact location, orientation of the electrical equipment rack and gate entrance will need to be coordinated with the Owner prior to beginning any construction.

A1-5 Sheet E-10

Modification: Modify Notes By Symbol 1 to read:

1. Existing Roadway Bridge Lights

A1-6 Sheet E-15

Addition: Add Kirk Key interlock symbol next to 30AT breaker in the circuit breaker tap box.

A1-7 Reference Drawings

Addition: Add the following reference drawing to the Reference Drawings section of the Plans:

Forrest and Cotton Inc Drawings		
S-4	General Plan	
S-14	Right Non-Overflow Stairs	
S-24	Low Flow Pier Plan & Sections	
S-37	Hoist Machinery Base Deck and Catwalk Details	
S-38	Hoist Machinery Base Low Flow Pier Details	
S-39	S-39 Hoist Machinery Base Canopy for Intermediate Piers	
S-40 Hoist Machinery Base Canopy for Low Flow Pier and End Piers		

END OF ADDENDUM NO. 1

Addendum No. 1 00 91 13 – 3

00 21 13 INSTRUCTIONS TO BIDDERS

1.00 GENERAL

1.01 DEFINED TERMS

A. Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions.

1.02 QUALIFICATIONS OF BIDDERS

- A. Owner may conduct investigations as considered necessary to establish the responsibility, qualifications and financial ability of the Bidders, proposed subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents, to Owner's satisfaction, and within the prescribed time. Owner may reject the Bid of any Bidder who does not meet any such evaluation to Owner's satisfaction.
- B. The Bidder must be fully qualified under any state or local licensing law for Contractors in effect at the time and at the location of the Work before submitting his Bid. Louisiana R.S. 37:2150, et seq. will be considered, if applicable.
- C. The Bidder shall be responsible for determining that all of his sub-bidders or prospective subcontractors are duly licensed in accordance with law.
- D. In accordance with La. R.S. 38:2227 and R.S. 38:2212.10, each Bidder on this Project must submit Section 00 42 23.04 "Attestations" included in the Contract Documents. The form shall be submitted to Owner within 10 days after the opening of Bids.

1.03 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. Examine Contract Documents, make observations and investigations, correlate knowledge and observations with the requirements of the Contract Documents and consider these in preparation of a Bid for the Project.
 - Read the Contract Documents and related technical data and reports thoroughly. Use a complete set of Contract Documents in preparing Bids. Assume responsibility for errors or misinterpretations resulting from the use of partial or incomplete Contract Documents.
 - 2. Visit the Site to become familiar with general, local and Site conditions that may affect cost, progress or performance of the Work in any manner.
 - 3. Become familiar with federal, state and local laws, ordinances, rules and regulations affecting cost, progress or performance of the Work.
- B. Surveys and investigation reports of subsurface or latent physical conditions at the Site, or conditions or situations affecting the design of the Project used by the Engineer in preparing the Contract Documents are referenced in the Supplementary Conditions.
 - 1. These reports are available for information only and neither the Owner nor Engineer guarantees their accuracy or that any opinions expressed in the report are correct.

- 2. Make additional surveys and investigations as necessary to determine the Bid Price for performance of the Work in compliance with the terms of the Contract Documents before submitting a Bid.
- 3. Cost for these investigations is to be paid by the Bidders.
- C. Acknowledge sole responsibility for Site safety, including trench excavation and confined space entry safety, by the submission of a Bid for this Project.
- D. Attend the pre-bid conference. Bids will not be accepted from Bidders who do not attend the conference.
- E. The submission of a Bid is incontrovertible representation by the Bidder that he has complied with every requirement of this Section.

1.04 INTERPRETATIONS

- A. Submit all questions about the meaning or intent of the Contract Documents to the Engineer in writing. Replies are issued by Addenda to all parties recorded by Engineer as having received the Contract Documents. Only questions answered by formal written Addenda are binding. Oral and other interpretations or clarifications will be without legal effect. Questions received less than 4 working days prior to the date for opening of Bids may not be answered.
- B. Except as described herein, Addenda shall not be issued within a period of 72 hours prior to the advertised time for the opening of Bids, excluding Saturdays, Sundays, and any other legal holidays. If the necessity arises of issuing an addendum modifying the Contract Documents within the 72-hour period prior to the advertised time for the opening of Bids, then the opening of Bids shall be extended at least 7 but no more than 21 working days, without the requirement of re-advertising. The revised time and date for the opening of Bids shall be stated in the addendum.

1.05 BID SECURITY

- A. Submit a bid security in the amount of 5 percent of the amount of the maximum total bid as a guarantee that the Bidder will promptly enter into a contract and execute performance and payment bonds on the forms included in the Contract Documents if awarded the Contract.
- B. Acceptable bid securities are:
 - 1. Certified or cashier's check made payable to the Owner.
 - 2. An approved bid bond.
 - a. Bond must be written by a surety company licensed to do business in Louisiana, signed by the surety's agency or attorney-in-fact.
 - b. Surety must be listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in the bond, or must be a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide. If surety qualifies by virtue of its

Best's listing, the amount of the Bond may not exceed 10 percent of the policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide.

C. Bid securities will be returned to Bidders when the contract award is made or Bids are rejected.

1.06 CONTRACT TIME

A. Provisions for Contract Times are set forth in the Agreement.

1.07 BID FORM

- A. Submit Bids on the Bid Forms provided with the Contract Documents for each Bid. Include supplemental data to be furnished in the same sealed envelope with Bid.
- B. Bid forms must be completed in ink. The Bid Price of each item on the form must be stated in figures/numerals only.
- C. The Bid shall include the legal name of Bidder and shall be signed by the person or persons legally authorized to bind the Bidder to a contract.
 - 1. The authority of the signature of the person submitting the Bid shall be deemed sufficient and acceptable under any of the following conditions:
 - a. Signature on Bid is that of any corporate officer or member of a partnership or partnership in commendam listed on most current annual report on file with Secretary of State.
 - b. Signature on Bid is that of authorized representative of corporation, partnership, or other legal entity and Bid is accompanied by corporate resolution, certification as to the corporate principal, or other documents indicating authority.
 - c. Corporation, partnership, or other legal entity has filed in the records of the Secretary of State, an affidavit, resolution or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. A Bid submitted by an agency shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. The name and license number on the envelope shall be the same as the entity identified on the Bid Form.
- D. Acknowledge receipt of all Addenda on the Bid Form by signing beside the Addenda number.

1.08 SUBMISSION OF BIDS

A. Submit Bids at the time and place indicated in the Invitation for Bids. Each bid shall be submitted in a sealed envelope showing the name, address, and Louisiana Contractor's license number of the Bidder and the name of the Project for which the Bid is submitted. Any bid received which does not display the bidder's Louisiana Contractor's license number on the bid envelope shall be automatically rejected. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified in the Bid Form. Include the bid security and other required documents in the envelope.

1.09 MODIFICATION AND WITHDRAWAL OF BIDS

- A. Modify or withdraw Bids by submitting an appropriate document executed in the manner that a Bid must be executed. Deliver the modification or withdrawal to the place where Bids are to be submitted at any time prior to the opening of Bids.
 - 1. Bids containing patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of Work, labor, material, or services made directly in the compilation of the Bid, may be withdrawn by the Bidder if clear and convincing sworn, written evidence of such errors is furnished to the public entity within 48 hours of the bid opening excluding Saturdays, Sundays, and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the Bid sought to be withdrawn. If the public entity determines that the error is a patently obvious mechanical, clerical, or mathematical error, or unintentional omission of a substantial quantity of Work, labor, material, or services, as opposed to a judgment error, and that the Bid was submitted in good faith it shall accept the withdrawal and return the bid security to the Bidder.
 - 2. A Bidder who attempts to withdraw a Bid shall not be allowed to resubmit a Bid on the Project.

1.10 OPENING OF BIDS

- A. Bids will be opened as indicated in the Invitation for Bids.
- B. All Bids shall remain open for the period of time set forth in the Invitation for Bids, but Owner may, in his sole discretion, release any Bid and return the Bid security prior to that date.

1.11 AWARD OF CONTRACT

- A. The Owner shall have the right to reject any or all bids as allowed by La. R.S. 38:2214 and in particular to reject a bid not accompanied by the required bid security or data required by the Bidding Documents or a bid in any way incomplete or irregular.
- B. The Contract will be awarded to the lowest responsible and responsive Bidder. Determination of the low Bidder shall be on the basis of the total base bid for all work required by the Bidding Documents, calculated as the sum of the unit price extensions (quantity times unit price) on the Unit Price Form.
- C. In awarding the Contract, preference shall be given to Louisiana resident contractors over non-resident contractors, in accordance with La. R.S. 38:2211, et seq.
- D. Each Bidder agrees to waive any claim it has or may have against the Owner, the Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any Bid.

1.12 EXECUTION OF CONTRACT

- A. The Successful Bidder must execute the formal Contract Agreement and required bonds on the forms prepared and submitted by the Owner within 15 days after the Notice of Award.
- B. In accordance with La. R.S. 38:2224, the Successful Bidder shall, at the time of the signing of the Contract, execute the Non-Collusion Affidavit included in the Contract Documents.

C. A Notice to Proceed authorizing the Contractor to commence Work will be issued within 30 days after the Contract Documents have been executed.

1.13 WAGE RATES

A. Contractor must pay no less than the general prevailing rates for the Project location as determined in accordance with statutory requirements. The minimum rates for various labor classifications as established by the Owner are included in the Contract Documents after this section.

1.14 BONDS

A. Performance and Payment Bonds are required for this Project and shall be provided in accordance with the General Conditions.

1.15 SALES TAXES

A. The Owner qualifies as an exempt agency as defined by the statutes of the State of Louisiana and the State of Texas. The Owner's purchasing department will issue exemption certificates. Comply with all statutes and rulings of the State of Louisiana and the State of Texas.

1.16 PREFERENCES

A. Preference is hereby given to materials, supplies, and provisions, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside of the State.

1.17 SUBSTITUTES AND "OR-EQUALS"

- A. The name of a certain brand, make, manufacturer, or definite specifications is to denote the quality standard of the article desired, but does not restrict Bidders to the specific brand, make, manufacturer, or specification named. It is to set forth and convey to prospective Bidders the general style, type, character, and quality of article desired.
- B. When in The Contract Documents a particular brand, make of material, device, or equipment is shown or specified, such brand, make of material, device, or equipment shall be regarded merely as a standard.
 - If a Bidder wishes to submit for prior approval a particular product other than a product specified in the Contract Documents, he shall do so no later than 7 working days prior to the opening of bids. Within 3 days, exclusive of holidays and weekends, after such submission, the Engineer shall furnish to both the public entity and the Bidder written approval or denial of the product submitted.

1.18 BIDDER'S REPRESENTATIONS

- A. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all of which is hereby acknowledged.

- 2. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- 3. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of Goods and Special Services.
- 4. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- 5. Bidder has obtained and carefully studied all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions including surface, subsurface and Underground Facilities at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto or accepts the consequences for not doing so.
- 6. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- 7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- 8. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- The Contract Documents are generally sufficient to indicate and convey understanding
 of all terms and conditions for the performance of the Work for which this Bid is
 submitted.
- 11. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
- 12. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over

any other Bidder or over Owner. Bidder must submit Section 00 42 23.03 "Bid Affidavit" included in the Contract Documents. The form shall be submitted to Owner within 10 days after the opening of Bids.

1.19 BID PROPOSAL

A. Bids are to be submitted for the following Items:

Bid Item	Description
1	Cost of performance and payment bonds and cost of insurance
2	Mobilization and demobilization
3	Spillway Electrical Improvements
4	Canopy Lights
5	Remobilization to Install Owner Furnished Equipment
6	Storm Water Pollution Prevention Plan (SWPPP)

END OF SECTION

WAGE RATES

"General Decision Number: LA20230004 04/14/2023

Superseded General Decision Number: LA20220004

State: Louisiana

Construction Type: Heavy

Counties: Allen, Assumption, Avoyelles, Beauregard, Bienville, Caldwell, Cameron, Catahoula, Claiborne, Concordia, De Soto, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson Davis, La Salle, Lincoln, Madison, Morehouse, Natchitoches, Pointe Coupee, Red River, Richland, Sabine, St Helena, St Mary, Tangipahoa, Tensas, Union, Vermilion, Vernon, Washington, West Carroll, West Feliciana and Winn Counties in Louisiana.

HEAVY CONSTRUCTION PROJECTS (includes water wells, water & sewer lines, and flood control; excludes elevated storage tanks)

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)(2)-(60).

If the contract is entered	l. 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 \$16.20 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 2023.
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:	\$12.15 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 2023.

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 01/06/2023
- 1 01/13/2023
- 2 03/31/2023
- 3 04/14/2023

ELEC0130-007 12/05/2022

ASSUMPTION AND ST. MARY (Northeast of Atchafalaya River) PARISHES

Rates Fringes

ELECTRICIAN.....\$ 32.75 14.51

ELEC0194-006 09/05/2022

BIENVILLE, CLAIBORNE, DE SOTO, NATCHITOCHES (Northeast of the Red River), and RED RIVER PARISHES

Rates Fringes

ELECTRICIAN.....\$ 31.25 14.34

ELEC0446-004 03/01/2023

CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON, MOREHOUSE, RICHLAND, TENSAS, UNION, and WEST CARROLL PARISHES

Rates Fringes

ELECTRICIAN.....\$ 26.95 2%+13.11

AVOYELLES, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, LA SALLE, NATCHITOCHES (Southwest of Red River), SABINE, VERNON, AND WINN PARISHES

Rates Fringes

ELECTRICIAN.....\$ 26.90 4.25%+9.90

^{*} ELEC0576-002 03/01/2023

ELEC0861-004 09/01/2022

ALLEN, BEAUREGARD, CAMERON, IBERIA, JEFFERSON DAVIS, ST. MARY (Southwest of Atchafalaya River), AND VERMILION PARISHES

Rates Fringes

ELECTRICIAN.....\$ 29.53 4.34%+13.05

ELEC0995-002 01/01/2023

EAST FELICIANA, IBERVILLE, POINTE COUPEE, ST. HELENA, AND WEST FELICIANA PARISHES

Rates Fringes

ELECTRICIAN.....\$ 27.49 12.66

ELEC1077-005 12/05/2022

TANGIPAHOA and WASHINGTON PARISHES

Rates Fringes

ELECTRICIAN.....\$ 27.39 3%+9.42

* SULA2004-008 05/19/2004

Rates Fringes

CARPENTER (including

formsetting/formbuilding)......\$ 14.75 ** 0.00

Laborers:

PIPEFITTER (excluding

pipelaying).....\$ 18.75 4.05

Power equipment operators:

Backhoe/Excavator.....\$ 11.67 ** 0.00 Boring Machine.....\$ 10.25 ** 0.00 Bulldozer.....\$ 11.82 ** 0.00 Crane.....\$ 13.60 ** 0.00 Dragline.....\$ 13.12 ** 0.00Front End Loader.....\$ 9.93 ** 0.00 Mechanic.....\$ 12.50 ** 0.00 Trackhoe.....\$ 11.99 ** 0.00 Tractor.....\$ 10.43 ** 0.00 Water Well Driller...... \$ 10.73 ** 2.01

Truck drivers:

Dump......\$ 10.00 ** 0.00 Water.....\$ 8.00 ** 0.00

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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) (ii)).

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.

END OF GENERAL DECISIO"

