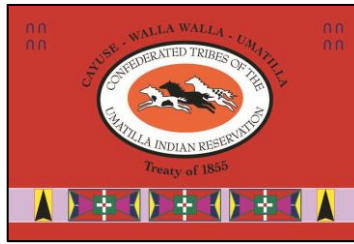


**Confederated Tribes *of the*
Umatilla Indian Reservation**

Housing Department



46411 Timine Way
Pendleton, OR 97801

Phone 541-429-7920 Fax: 541-429-7920

REVISED

Add a second Work Site Tour Date – Friday, August 4, 2017 @ 9:00 am, PST; all other information in the IFB remains unchanged.

**INVITATION FOR BID
(IFB)**

Confederated Tribes of the Umatilla Indian Reservation (CTUIR) – Housing Department

Seeking bids for Rehabilitation & Renovation of Residential Rental Units

29 Walla Walla Court and 412 Dogwood Loop

Project Summary: To get units rent ready.

Administrative Contact: Penny Bott (pennybott@ctuir.org) 541-429-7920

Technical Contact: Tanner Michael (tannermichael@ctuir.org) 541-429-7920

Bids will be received at the following address:

CTUIR – Housing Department

Attn: Tanner Michael, Maintenance Manager

51 Umatilla Loop

Pendleton, OR 97801

Until 1:00 p.m., prevailing local time **August 15, 2017**. Bids must be in a sealed envelope marked “Sealed Bid.” Bids will not be accepted if they are turned in later than the deadline specified above. Public Opening at 1:05 p.m.

Critical Dates:

MANDATORY – Work Site Tour: Wednesday, August 2, 2017 @ 10:00 am, PST

Question Submission Deadline: Monday, August 7, 2017 1:00 pm, PST

Bid Submission Deadline: Tuesday, August 15, 2017 @ 1:00 pm, PST

Tentative Award Selection: Wednesday, August 16, 2017

Contract Award (estimate): Monday, August 21, 2017

Project Initiation (estimate): Friday, August 25, 2017

Project Completion: Wednesday, November 8, 2017

A MANDATORY walk-through of the work site for contractors is scheduled for Wednesday, August 2, 2017 @ 10:00 am, contractors should meet at the Housing Department Office located at 51 Umatilla Loop, Pendleton (Mission), Oregon. Contractors planning to tour the project sites are expected to confirm attendance with either the administrative or technical contact by Tuesday, August 1, 2017 at 4:00 p.m.

Contractors, please note that CTUIR must know 1) your State of Oregon's contractor's license number; 2) your contractor's license class; 3) the scope and amount of your insurance and return it with your bid and 4) this IFB requires a bid bond of 5% of bid, 100% performance bond and 100% payment bond.

By submission of an IFB, the contractor agrees, if his/her bid is accepted, to enter into a contract with the Confederated Tribes of the Umatilla Reservation (CTUIR) Housing Department and to deliver all product as specified in his/her bid for the proposed costs and within completion date.

The contractor shall, without additional expense to the CTUIR, be responsible for complying with any Federal or Tribal laws, codes and regulations applicable to the performance of the work.

Contractors should be advised that, prior to award of any contract, the CTUIR Purchasing Department reserves the right to conduct a pre-award survey for the purpose of determining the contractor's responsibility and capacity to perform the contract. This survey may include review of prior subcontracting agreements, financial capacity, and quality of work performed on other contracts.

IFB must be signed and dated: if a joint venture is submitting the IFB, each joint venture must sign the IFB.

Sincerely,

Penny Bott, Procurement
CTUIR Housing Department

Rehabilitation & Renovation Housing Units

1.1 Project Location and Purpose

The Confederated Tribes of the Umatilla Indian Reservation are requesting bids to rehabilitate and renovate two (2) units located at 29 Walla Walla Court, and 412 Dogwood Loop, Pendleton (Mission), Oregon, so that the units become rent ready.

1.2 Project Timeline

Repairs; replacement and renovation work is scheduled to begin **August 25, 2017** with completion by **November 8, 2017**.

1.3 Indian Preference

All work awarded and performed under this Contract must comply with section 7 (b) of the federal Indian Self Determination and Education assistance Act.

Section 7 (b) requires that to the greatest extent feasible:

1. Preference in the award of contracts and subcontracts shall be given to Indian organization and Indian owned economic enterprises.
2. The parties to this contract shall comply with the provisions of section 9 (b) of the Indian Act.
3. In connection with this contract, the contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians.
4. Contractor shall include this section 7 (b) clause in every subcontract in connection with the project, and shall, at the direction of the CTUIR Housing Department, take appropriate action pursuant to the subcontract upon a finding by CTUIR Housing Department or any federal agency with appropriate jurisdiction that the subcontractor has violated the section 7 (b) clause of the Indian Act.
5. If the Contractor has been awarded this Contract because of Indian preference and it is later determined that the Contractor was not 51% Indian owned and controlled by the requisite Native Americans or Native American organization, CTUIR Housing Department may terminate the Contractor's right to proceed. Furthermore any Indian preference contractor must obtain prior approval from CTUIR Housing Department in order to reduce its Indian ownership and control to less than 51% during the course of the Contract.
6. Proof of ownership shall include but not be limited to: 1) Certification of Indian Blood (CIB) from federally recognized Indian Tribe showing Contractors Tribal enrollment number a (descendant from enrolled parent will not count as Indian Preference); and 2) CCB license number with enrolled Indian Contractors name.

1.4 Scope of the Bid

This Invitation for Bid (IFB) is for materials, labor, tools, equipment, transportation and supervision for the complete listed scope of work; all workmanship is expected to be of the highest quality.

1.5 Closing Date for Bid Submissions

The closing date for bid submissions will be on **August 15, 2017** at **1:00 p.m.**, local prevailing time. Bids received after the specified time will not be considered.

Contractors must submit Sealed Bid to:

CTUIR – Housing Department
Attention: Tanner Michael, Maintenance Manager
SEALED BID DO NOT OPEN
51 Umatilla Loop
Pendleton, OR 97801

1.6 In Writing

Bids shall be prepared by printer or typewriter. No oral handwritten, telephone, e-mail, or facsimile Bids will be accepted.

1.7 Necessary Information

Bids must contain all information requested in the IFB. The CTUIR Housing Department will not consider additional information submitted after the Closing Date and may reject incomplete price bid packages.

1.8 Cost of Bids

The CTUIR Housing Department shall not be liable for any expenses incurred by Contractor in preparing, submitting and selecting bids.

1.9 Requests for Clarification

Contractors may submit a written request for clarification, no later than five (5) days prior to the Closing Date specified in Part 1.5. CTUIR Housing Department will not consider any requests submitted after the time period specified above. Any bid taking exception to the IFB provisions may be deemed non-responsive and may be rejected. Questions regarding the IFB or request for clarification shall be sent to the IFB contact listed in Part 1.5

1.10 Response to Requests for Clarification

The CTUIR Housing Department will promptly respond to each properly submitted written request for clarification.

1.11 Bids Constitute Firm Offers

Submission of a Bid constitutes Contractor's affirmation that all terms and conditions of the Bid constitute a binding offer that shall remain firm for a period of ninety (90) days from the Closing Date.

1.12 Signature Required; Proposer Affirmations

An authorized representative of the Contractor must sign the original Bid in ink. Contractor's signature and submission of a signed Bid in response to the IFB constitutes Contractor's affirmation that the Contractor agrees to be bound by the terms and conditions of the IFB and by all terms and conditions of the Contract awarded.

1.13 Type of Contract

The CTUIR Housing Department shall execute a subcontract for construction services.

1.14 Requests for Further Clarification of Bids

The CTUIR may request additional clarification from Contractors on any portion of the bid.

1.15 Cancellation of IFB

The CTUIR Housing Department may cancel this IFB at any time upon finding that it is in the CTUIR's best interest to do so.

1.16 Rejection of Bids

The CTUIR Housing Department may reject a particular Bid or all Bids upon finding that it is in the CTUIR's best interest to do so, and/or if the Contractor fails to meet the eligibility requirements as disclosed in 2.4.

1.17 Tentative Award and Informal Discussions on Contract

The CTUIR Housing Department will provide a written tentative award notice to the lowest responsive and responsible bidder.

1.18 Protest of Tentative Award Selection

A Notification of tentative award to the Lowest Responsive, Responsible Bidder will be mailed to all Contractors that submitted a Bid in response to this IFB. A bidder who claims to have been adversely affected by the selection of a competing Bidder shall have four (4) calendar days after receiving the notice of selection to submit a written protest of the selection to the IFB contract listed in Part 1.5. The CTUIR Housing Department may postpone award or execution of the contract after the announcement of the apparent successful Bidder in order to complete its investigation. The CTUIR reserves the right to reject any bid at any time prior to the execution of any resulting contract.

1.19 Award

After expiration of the five (5) calendar day selection protest period and resolution of all protests, the CTUIR will proceed with final award.

1.20 Investigation of References

The CTUIR reserves the right to investigate the references and past performances of any Contractor with respect to its successful performance of similar services, compliance with IFB and contractual obligations, and its lawful payment of suppliers, sub-contractors, and employees. The CTUIR may postpone award or execution of the contract after the announcement of the apparent successful Bidder in order to complete its investigation. The CTUIR reserves the right to reject any bid at any time prior to the execution of any resulting contract.

1.21 Amendments

The CTUIR reserves the right to amend the resulting Contract from this IFB. Amendments could include but are not limited to, changes in the statement of work, extension of time and consideration changes for the contractor. **All amendments shall be in writing and signed by all approving parties before becoming effective.** Only the CTUIR has the final authority to execute changes, notice or amendments to the Contract.

Part II Services and Materials to be Provided

2.1 Scope of Work

To rehabilitate/renovate two (2) CTUIR Housing Department Units so that they become rent ready. Attachment A gives a general description of renovation work to be done for this project.

2.2 Materials & Services Furnished by the Contractor

The contractor must supply all equipment and experienced help necessary to complete the work specified in the contract. In addition the contractor must furnish and cover:

1. An experienced work crew and qualified supervisor of crew.
2. All required safety equipment and training for crew members in use of tools.
3. All designated materials identified in the project specifications.

2.3 Regulations and Permits

The contractor shall, without additional expense to the CTUIR, be responsible for complying with any Federal and State Laws, Codes, and Regulations applicable to the performance of the work.

2.4 Contractor Liability, Licensing and Insurance Requirements

The contractor shall be held responsible for all damages to persons or property that occur as a result of the contractors' fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. The CTUIR will be responsible for providing liability and workers compensation insurance for its employees when they are on the work site.

2.5 Site Maintenance

The contractor is responsible for removal and disposal of all items associated with this project and such refuse shall be hauled off of the project area and disposed of in a lawful manner.

2.6 Point of Hire and Release

Project point of hire and release shall be at the project site.

2.7 Acceptance of Work

Acceptance of work will be determined by 100% inspection of the work by the CTUIR Housing Department Maintenance Manager or designee. Nonconformance with any specification will classify the work as unsatisfactory, and rework will be required to bring the work up to standards negotiated and agreed upon in the contract agreement.

2.8 Timeline and Penalties for Unauthorized Delays

Rehabilitation and renovation work is scheduled to begin **August 25, 2017**. The scheduled date for completion is **November 8, 2017**. The Contractor must complete all aspects of the work on, or before these dates, unless completion is delayed due to conditions mutually agreed upon and designated in writing by the Contractor and the CTUIR Housing Department.

2.9 Payment

The CTUIR Finance Department will make payment within (30) thirty days of receipt of an invoice following inspection that approves all work.

2.10 HUD Determined Wages

This project is funded with NAHASDA funding. All employees of the prime contractors or subcontractor shall be paid per Department of Labor Wage Determination Rates.

2.11 Bonding Requirements

A bid guarantee of (5%) five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid.

A performance bond for (100%) one hundred percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond for (100%) one hundred percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

BID SHEET

Project Title: Rehabilitation & renovation of two (2) Residential Rental Units
29 Walla Walla Court & 402 Dogwood Loop

Unit Address	Labor Charge	Material Cost	Sub-Total
29 Walla Walla Court			
402 Dogwood Loop			

Unit Address	Sub-Total	TERO Fee 2 ½%	Contract Total
29 Walla Walla Court			
402 Dogwood Loop			

YES

NO

Indian Preference Requested		Or	
Non-collusive Affidavit with Bid?		Or	
Proof of Insurance Included with Bid?		Or	
Copy of Contractor's License with Bid?		Or	

Other Items/Notes: _____

CONTRACTOR SIGNATURE

DATE

**EXAMPLE ONLY – BID SHEET WILL BE EMAILED TO CONTRACTORS THAT ATTENDED
MANDATORY WORK SITE TOUR**

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____, being first duly sworn, deposes and says:

That he/she is _____
(Title / Company)

The party making the foregoing bid or bid, hereby state that such bid or bid is genuine and not collusive or a sham; that said Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any Contractor, or person, to put in a sham bid or to refrain from proposing. And has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Contractor, or to fix any overhead, profit or cost element of said bid price, or that of any other Contractor, or to secure any advantage against the Umatilla Reservation Housing Authority or any person interested in the proposed contract; and that all statements in said bid or bid are true.

Signature

Subscribed and sworn to, before me this _____ day of _____, 20 ____.

My Commission Expires: _____

Printed Name: _____
Notary Public

TRIBAL EMPLOYMENT RIGHTS OFFICE

Confederated Tribes of the Umatilla Indian Reservation

COMPLIANCE AGREEMENT

Project Name: _____

Contractor: _____

Whereas, the Tribal Employment Rights Office (TERO) program of the Confederated Tribes of the Umatilla Indian Reservation, have entered into an agreement with _____ as a result of their being awarded a contract for the CTUIR Housing Department project, **AND**

Whereas, no contractual activity shall commence until this Compliance Agreement is approved by the TERO program, including payment of the applicable TERO fee and employment provisions for Indian preference, **THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

Article I – Contractor/Subcontractors

_____, as the Employer of this project, agrees to comply with the TERO Code procedures for the selection of employees. The Employer will be responsible for relating these procedures to its subcontractors.

Article II – Employment Goals

The Employer agrees to abide by the Hiring Goals (Attachment 1). Any non-Indian found to be working on the project who has not been approved by TERO in accordance with this Compliance Agreement will constitute non-compliance and in violation of this agreement, and will cause the Employer to be subject to sanction(s) as provided for in the TERO Code.

All laborer and training or apprentice positions will be filled by Indians referred by the TERO program, in addition to those hired by craft, as indicated on Attachment One of this Compliance Agreement.

TERO reserves the right to negotiate for any employment positions listed on Attachment One, which will be the minimum that must be hired by the Employer. Wages will be paid according to applicable laws, when due.

Whenever the Employer determines that an employee referred by TERO is not performing adequately the Employer shall notify TERO immediately about the problem. TERO shall provide counseling to that employee. The Employer agrees not to terminate any TERO referral until a TERO representative has had an opportunity to provide counseling.

TERO COMPLIANCE AGREEMENT

PAGE 2

Certified Weekly Payroll reports will be submitted to the TERO program immediately following each pay period.

Failure to comply with the TERO Compliance Agreement shall be deemed a violation of a binding contract document and shall be subject to penalties as prescribed in Chapter V, Section A, of the CTUIR TERO Code.

Contractor Representative

Date

Title

TERO Representative

Date

Title

TRIBAL EMPLOYMENT RIGHTS OFFICE
Confederated Tribes of the Umatilla Indian Reservation

COMPLIANCE AGREEMENT

“ATTACHMENT ONE”

HIRING GOALS

Project Name: _____

Employer: _____

TERO Representative Approval: _____ Date: _____

Employer Approval: _____ Date: _____

Positions	# of Each	# of Indians%		Wage Rate
TOTALS				

TERO reserves the right to negotiate for any positions listed above in order to meet the prescribed employment goals. This attachment supplements the TERO Compliance Agreement in which the Employer agrees to meet their obligation pursuant to the CTUIR Tribal Employment Rights Code.

TRIBAL EMPLOYMENT RIGHTS OFFICE
Confederated Tribes of the Umatilla Indian Reservation

CONTRACTOR'S SPECIFIC OBLIGATIONS

As a contractor/subcontractor conducting business on or near the Umatilla Indian Reservation, your specific obligations under the Tribal Employment Rights Code and this contract include the following:

1. Provide TERO with a precise listing of positions you will use on this project from the superintendent on down, and the number of each craft. These positions will be negotiated for as well as any Core Crew requested:
2. Core Crew requests must be in writing with rationale for each. The listing of positions and the Core Crew requested must be submitted to TERO at least three (3) days prior to a required pre-construction meeting with TERO staff or start up of the project. Core Crew must have been on the Company payroll for at least six (6) months in order to qualify as Core Crew.
3. Inform TERO of all signatory trade unions to be involved in the project. TERO obligations have priority over union obligations by a contractor signatory to any trade unions. However, TERO will consider Indian workers of the trade unions in order for contractors to meet their hiring goals.
4. Notify TERO of all job vacancies. All available Indian applicants shall be considered first before any non-Indians are considered for employment and training. If no qualified Indians are available, TERO will provide a consent form to waive this obligation;
5. Employees referred by the TERO program will have preference in retention of employment from the beginning to the end of the project. Inform TERO of any lay-offs.
6. Before any TERO referral is terminated from the project you must inform TERO immediately to allow for informal counseling;
7. Allow on-site inspections by TERO representatives;
8. Provide copies of certified weekly payroll reports to the TERO program after each pay period as specified in the TERO Compliance Agreement;
9. No work on the scheduled program will begin until all applicable agreements are signed. Failure to sign the required agreements shall serve as just cause for the contractor/subcontractor to be subject to sanction(s) as prescribed in the TERO Compliance Agreement and CTUIR TERO Code.

I acknowledge that I have read and that I understand the specific obligations as set forth above. I agree to abide by these obligations in their entirety.

Employer Representative

Date

Company

TERO Representative

Date

General Decision Number: OR170011 06/16/2017 OR11

Superseded General Decision Number: OR20160011

State: Oregon

Construction Type: Residential

Counties: Umatilla County in Oregon.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

- 0 01/06/2017
- 1 01/13/2017
- 2 02/03/2017
- 3 02/17/2017
- 4 06/16/2017

CARP0001-019 07/01/2013

Rates Fringes

Carpenters:

Form Work Only-Multi Unit...	\$ 24.84	10.86
Form Work Only-Single Unit..	\$ 22.34	10.86

ELEC0112-003 09/01/2016

UMATILLA COUNTY

Rates Fringes

ELECTRICIAN.....	\$ 20.00	10.06
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ENGI0701-018 01/01/2015

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP 2.....	\$ 37.58	14.10
GROUP 3.....	\$ 36.44	14.10
GROUP 4.....	\$ 35.36	14.10
GROUP 5.....	\$ 34.13	14.10

GROUP 6.....\$ 30.94 14.10

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 2: BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator, tandem, quadnine, D10, D11, and similar type; LOADERS: Loader operator, 120,000 lbs. and above; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs; Blade Operator-Robotic; Rubber tired scraper with tandom scrapers, multi-engine

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; Rubber Tired Scraper: with tandom scrapers; self loading, paddle wheel, auger type, finish and/or 2 or more units.

GROUP 4: BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; HYDRAULIC HOES EXCAVATOR/TRACKHOE: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Rubber-tired dozers; Asphalt Paver; Screed Operator; Blade Operator; Rubber-Tired Scraper, single engine, single scraper.

GROUP 5: Roller Operator; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; HYDRAULIC HOES EXCAVATORS/TRACKHOE: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber- tired type, less than 25,000 lbs; Concrete Pumper; Concrete Paver

GROUP 6: LOADERS: (less than 1 cu yd.); Roller (Non-Asphalt)

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

LABO0001-030 09/01/2014

	Rates	Fringes
Laborers: (Mason Tender-Cement/Concrete).....	\$ 27.44	13.10

LABO0003-004 06/01/2013

	Rates	Fringes
Laborers: GENERAL LABORER.....	\$ 26.09	12.85

* PLAS0555-003 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.50	17.62

TEAM0037-008 11/30/2016

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 27.60	14.37
GROUP 2.....	\$ 27.72	14.37
GROUP 3.....	\$ 27.85	14.37
GROUP 4.....	\$ 28.12	14.37
GROUP 5.....	\$ 28.34	14.37
GROUP 6.....	\$ 28.51	14.37
GROUP 7.....	\$ 28.71	14.37

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Dump trucks, side, end and bottom dumps: up to and including 10 cu. yds. GROUP 2: Dump trucks/articulated dumps 6 cu to 10 cu.; GROUP 3: Dump trucks, side, end and bottom dumps: over 10 cu. yds. and including 30 cu. yds., includes articulated dump trucks

GROUP 4: Dump trucks, side, end and bottom dumps: over 30 cu. yds. and including 50 cu. yds. and includes articulated dump trucks

GROUP 5: Dump trucks, side, end and bottom dumps: over 50 cu. yds. and including 60 cu. yds. and includes articulated dump trucks

GROUP 6: Dump trucks, side, end and bottom dumps: over 60 cu. yds. and including 80 cu. yds. and includes articulated dump trucks

GROUP 7: Dump trucks, side, end and bottom dumps: over 80 cu. yds. and including 100 cu. yds., includes articulated dump trucks

SUOR2009-009 10/16/2009

	Rates	Fringes
CARPENTER, Excludes Form Work.....	\$ 7.25	0.00
ROOFER.....	\$ 14.41	0.00

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

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END OF GENERAL DECISION