

Request for Quotes -JOHNSON CITY HOUSING AUTHORITY

Work Project: East Myrtle Court Phase 2 – Exterior Carpentry (Labor)

Date: 4/27/2026
To: Prospective Vendor(s)
Subject: Request for Quotes

Overview: The Johnson City Housing Authority (JCHA) is serving as General Contractor for the construction project of E. Myrtle Phase 2 which entails construction of one single story building consisting of ten townhouses (units). The property's owner is JCHA's non-profit entity Keystone Development, Inc. The project site is located at 206 Iron Street, Johnson City, TN. 37601 and is adjacent to E. Myrtle Ph. 1 at 505 Steel Street, Johnson City, TN. 37601. The estimated cost for this project is projected to be within our small purchase threshold thus allowing work by quotation. JCHA reserves the right to reject any and/or all proposals. JCHA is seeking quotes from qualified subcontractors for the following scope of work: **Exterior Carpentry (Labor)**. **The Exterior Carpentry (Labor) scope of work will consist of: installing Exterior Siding / Soffit / Fascia-Trim / Gable Vents / Three Rear Deck Privacy Walls (Fencing) / & Twenty Front Porch Structural Fiberglass Post Columns. Note: The majority of the building is brick and not applicable to siding work however partial siding work will be required. Refer to Architectural Drawings/Plans for detailed scope of work.**

Scope of work will be: as identified and/or discussed with JCHA's Project Manager or Representative. Work to be conducted in a manner that meets industry standards, Housing authority Guidelines, applicable codes, laws, and regulations. Furthermore, by submittal and signature of proposal, contractor agrees to hold the Authority harmless for any possible occurrences while on property including any personal injury or property damage to employees or third parties which result from the contractors' activities. proper insurance verification, must be provided upon request. Davis Bacon wage rates apply to applicable development work over two thousand dollars. HUD form HUD 5370-EZ and HUD Table 5.1 of the HUD Handbook No. 7460.8 rev-2, incorporated by reference at WWW.HUD.GOV

Contact Project Managers Dwight Harrell and/or Adam Warren for access to Architectural Drawings/Plans.

Dwight Harrell, dwighth@jchousing.org 423-426-3467.

Adam Warren, awarren@jchousing.org 423-426-3468.

Fully Executed Quotations must be received by **4:00 PM on May 27, 2026** and may be delivered as follows:

- Keystone Development office located at 1212 E. Watauga Avenue, Johnson City, TN. 37601, (Mon.-Thur. 7AM-4:30 PM and closed at lunch approximately 11:30 AM-12:00 PM).
- By personal delivery to JCHA's Project Manager.

Early submittals prior to May 27th will be permitted.

JCHA reserves the right to reject any and/or all quotes. Costs for this work project is projected to be within the small purchase threshold, thus allowing award by sufficient quotations. This is not a bid and there will not be a public bid opening however contractors and applicable quote amounts may be posted to JCHA's website after submittal due date. Contract award is contingent on funding availability and management approval.

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In order to obtain information regarding HUD's reporting requirements, please check all that apply:

Section 3 Business-

Section 3 Businesses are:

- a. 51% or more owned by residents of public housing or persons whose income does not exceed HUD's local area low-income limits (i.e. Section 3 residents); or
- b. Compromised of 30% or more full time employees who are Section 3 residents; or
- c. Can provide evidence of a firm commitment to award 25% or more of sub-contract to business that meet a. or b.

Women Business Enterprise (WBE)-

Is defined as a business concern that is at least 51% owned by one or more women, and whose management and daily business operations are controlled by one or more of these owners.

Minority Business Enterprise (MBE)-

Is defined as a business concern that is at least 51% owned by minorities and whose management and daily operations are controlled by one or more of these owners.

- Please include copies of any applicable certifications regarding Section 3, WBE, or MBE status

Specifications:

1. The work included under these specifications, consist of providing all items, articles and materials, specified herein, including all labor, materials, services, equipment, and incidentals necessary for the completion of the work, unless noted otherwise.
2. **Subcontractor shall provide and furnish all necessary labor to accomplish the scope of work.**
3. **Materials such as Hardi-Shingle Siding/Shake, Ventilated Hardi-Soffit, Hardi-Plank Siding, Miratec Fascia/Trim, Gable Vents, Treated Wood Fencing, Fiberglass Post Columns with Install Kit including Cap & Base Trim (or equivalents) to be supplied by the General Contractor (JCHA).**
4. **All equipment, tools, and fasteners needed to accomplish the scope of work are to be supplied by the Subcontractor as applicable.**
5. The work shall be completed no later than 45 calendar days after Notice to Proceed unless approved weather delays as determined by General Contractor.
6. Installation is to be conducted in accordance with manufacturer's instructions and according to all applicable building codes.
7. Subcontractor to provide a minimum of 1 Year warranty for workmanship regarding labor installation.
8. Work schedule to be approved by Housing Authority.
9. Subcontractor to have the proper license and is responsible for the proper licenses, fees, and permits required to conduct work as applicable.
10. Subcontractor's company must perform work and may only subcontract to others with pre-approval from Housing Authority.
11. Subcontractor will, in providing labor for the Project, comply with the provisions of the Tennessee Lawful Employment Act, including without limitation maintaining and

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making available for inspection by Owner, as they may deem necessary, appropriate Form I-9's for all employees assigned to the Project.

12. Subcontractor to be responsible for providing "Fall Protection" for employees (if applicable) and ensuring employees comply with such standards as noted by OSHA/TOSHA or any other applicable agency. Any harness used as a Personal Fall Arrest System (PFAS) needs to be inspected, fit correctly and tie off to the anchor properly.
13. Subcontractor shall be responsible for field verification of all measurements.
14. Subcontractor shall maintain clean work environment and dispose of all trash and debris in contractor provided dumpster on a daily basis.
15. Subcontractor is responsible for temporary power, however JCHA may provide if readily available.
16. No extras will be accepted unless covered by a fully approved and executed Change Order.
17. All Subcontractors shall comply with OSHA safety requirements. Any Subcontractor OSHA violation fee is to be paid by Subcontractor.
18. The Subcontractor certifies by quote/bid submission that it is not included on the list created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.
19. Comply with Executive Order 11246 regarding Equal Employment Opportunity
20. Comply with a Drug-Free Workplace in accordance with Federal and/or State guidelines and provide certification through contract signature or other forms, as provided by Housing Authority.
21. Comply with the latest building codes, state and federal laws, relative to public works contracts including the American with Disabilities Act.
22. Insurance requirements are as noted in Article 5.

GENERAL CONDITIONS & SPECIAL CONDITIONS

ARTICLE 1

Progress payments per an acceptable monthly pay request from the Subcontractor, less retainage of 5% as applicable, shall be made to the Subcontractor for Work satisfactorily performed no later than ten (10) days after receipt of application for payment or approved invoice for large scale and on-going projects. Subcontractor's Schedule of Values must be approved prior to submitting first Pay Request. Progress payments will not be applicable to work projects lasting less than one calendar month and to be billed after work completion as one lump sum, paid within "net 30" of approved invoice. These payments are subject to receipt for such lien waivers, affidavits, warranties and guarantees required by the Contract Documents or Contractor.

ARTICLE 2

SCHEDULE OF WORK. Time is of the essence. Subcontractor shall provide General Contractor with any requested scheduling information of Subcontractor's work. The Schedule of Work, including that of this Contract shall be prepared by General Contractor and may be revised as the work progresses. The schedule must be agreeable with the Subcontractor.

Subcontractor recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation. Subcontractor shall coordinate its work with all other subcontractors, and suppliers on the Project so as not to delay or damage their performance, work or the Project.

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ARTICLE 3

CHANGES: General Contractor, without nullifying this Agreement, may direct Subcontractor in writing to make changes to Subcontractor's work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a Contract Change Order pursuant to the Contract Documents.

ARTICLE 4

FAILURE OF PERFORMANCE. Should Subcontractor fail to satisfy contractual deficiencies within three (3) working days from receipt of General Contractor's written notice, then the General Contractor, without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary to correct said deficiencies and deduct cost from unpaid balance of subcontract amount.

ARTICLE 5

INSURANCE. The Subcontractor shall at all times indemnify and save the General Contractor and Owner harmless from all claims on this job and from any or all damage, loss or expense that may be incurred by the General Contractor by reason of any damage to its property or by reason of any injuries or death to its employees or third persons, or from any damage to the property that may be caused by or result from the performance of the work by the Subcontractor. Subcontractors shall purchase and maintain during the entire project and during the warranty period, insurance with the minimum limits and coverage shown below or greater (if required by the Subcontract Documents), from insurance companies acceptable to **General Contractor - Johnson City Housing Authority**.

GENERAL LIABILITY: *Subcontractor shall carry standard ISO General Liability coverage, written on an occurrence basis - including Completed Operations. The coverage must be endorsed to name General Contractor - Johnson City Housing Authority (including the Architect and others as required in contract documents) as an "additional insured" providing "Your Work" coverage (i.e. ongoing operations and Completed Operations) "arising out of" work performed for the General Contractor by the Subcontractor. The "Additional Insured" form shall also state that this insurance shall be primary without right of contribution from any other insurance available to the "additional insureds".*

The CGL must be written on an occurrence basis, with minimum limits of:

Each Occurrence	\$1,000,000
General Aggregate - Per Project	\$2,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Medical Payments	\$5,000

COMPREHENSIVE AUTOMOBILE LIABILITY on occurrence basis covering all Owned, Non-Owned and Hired Vehicles for limits of liability equal to \$1,000,000 Combined Single Limit.

WORKER'S COMPENSATION including Occupations Disease insurance meeting the statutory requirements of the State in which work is to be performed together with a Broad Form All States Endorsement and containing **Employer's Liability** insurance in an amount of at least \$100,000 Each Accident / \$500,000 Disease – Policy Limit / \$100,000 Disease – Each Employee. Workers Compensation shall waive the rights of subrogation in favor of all additional insureds.

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A certificate of insurance form must be filed with **General Contractor - Johnson City Housing Authority** prior to the commencement of any work and must state coverage will not be altered, cancelled or allowed to expire without thirty (30) days written notice by certified mail to **General Contractor - Johnson City Housing Authority**. If any of the above coverages are subject to or are in excess of any deductibles or self-retention, these amounts must be stated on the certificate, and said deductibles and self-retention will be the sole responsibility of Subcontractor.

It is understood and agreed that the insurance coverage and limits, required above, shall not limit the extent of Subcontractor's responsibilities and liabilities specified within Subcontract Documents or by law. It is understood and agreed that authorization is hereby granted to refuse entry to job site and to withhold payments to Subcontractor until a properly executed Certificate of Insurance is received by **General Contractor - Johnson City Housing Authority**.

Subcontractor's Insurance Requirements set forth herein shall become and be part of any purchase order or contract issued by **General Contractor - Johnson City Housing Authority** to Subcontractor as though fully set forth in said purchase order or contract.

Should Subcontractor fail or neglect to provide the required insurance, **General Contractor - Johnson City Housing Authority** shall have the right, but not the duty, to provide such insurance and deduct from any money that may be due or become due to Subcontractor for any and all premium or costs **General Contractor - Johnson City Housing Authority** incurs. Equivalent insurance coverage must be obtained from each Subcontractor, if any, before permitting them on the site of the project. Otherwise, such insurance for Subcontractors must be included within Subcontractor's insurance policies.

ARTICLE 6

INDEMNIFICATION. The Subcontractor shall secure, defend, protect, hold harmless and indemnify the (General Contractor, Owner, Construction Manager, Architect) and any of their respective agents, servants and employees against any liability, loss, claims, demands, suits, costs, fees and expenses whatsoever arising from bodily injury, sickness, disease (including death resulting there from), of any persons, or damage or destruction of any property, including loss of use, arising out of or in connection with the performance of any work relating to this Subcontract, including extra work assigned to the Subcontractor, based upon any act or omission, negligent or otherwise, of (a) the Subcontractor or any of its agents, employees or servants, (b) any subcontractor, supplier or material men of the Subcontractor or any agents, employees, or servants thereof, (c) any other person or persons.

The obligations of indemnification contained herein shall exclude only those matters in which the claim arises out of the sole negligence of the (General Contractor, Construction Manager, Architect) or any of their respective agents, employees or servants.

ARTICLE 7

WARRANTY. Subcontractor warrants its work against all deficiencies and defects in material and/or workmanship and agrees to satisfy same without cost to General Contractor for a period of one (1) year from the date of Substantial Completion of the Project or per Subcontract Documents, whichever is longer.

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ARTICLE 8

SAFETY. The prevention of accidents on or in the vicinity of its Work is the Subcontractor's responsibility, even if General Contractor establishes a safety program implementing safety measures, policies, and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the General Contractor, including, but not limited to, requirements imposed by the Subcontract Documents. Subcontractor shall comply with the reasonable recommendations or insurance companies having an interest in the Project, and shall stop any part of the Work in which General Contractor deems unsafe until corrective measures satisfactory to subcontractor have been taken. General Contractor's failure to stop Subcontractor's unsafe practices shall not relieve Subcontractor of the responsibility there for. Subcontractor shall notify General Contractor immediately following any accident and promptly confirm the notice in writing. A detailed written report shall be furnished if requested by the General Contractor. Subcontractor shall indemnify General Contractor for fines, damages or expenses incurred by the General Contractor because of the Subcontractor's failure to comply with safety requirements any amounts due or to become due the Subcontractor.

The Subcontractor shall satisfy itself as to the safety of any facility, equipment or conveyances placed on the project by the General Contractor when used by the Subcontractor, and shall assume the entire responsibility for liability for any bodily injury (including death) to any person or of injury to and property occasioned by such use.

ARTICLE 9

CLEANUP. The Subcontractor shall follow the General Contractor's cleanup and safety directions, and (a) at all times keep the building and premises free from debris and unsafe conditions resulting from the Subcontractor's Work; and (b) broom clean each work area prior to discontinuing work in the same. If the Subcontractor fails to immediately commence compliance with clean up duties within twenty-four hours after written notification from the General Contractor of noncompliance, the General Contractor may implement such cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due the Subcontractor.

ARTICLE 10

INITIAL DISPUTE RESOLUTION PROCESS. If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the Parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association before recourse to any binding dispute resolution procedures.

BINDING DISPUTE RESOLUTION. If the matter is unresolved after submission of the matter to mediation, the Subcontractor and General Contractor shall submit the matter to arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the Parties. The costs of any binding dispute resolution procedures shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute. The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

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ARTICLE 11

Liquidated damages may apply at \$100.00 per calendar day for each day beyond the scheduled completion date. The Housing Authority will consider explanatory information if it provides a valid reason for delays in schedule and may choose to waive liquidated damages if deemed applicable.

ARTICLE 12

The Bidder certifies by bid submission that it is not included on the list created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

ARTICLE 13

Subcontractor will, in providing labor for the Project, comply with the provisions of the Tennessee Lawful Employment Act, including without limitation maintaining and making available for inspection by Subcontractor and General Contractor, as they may deem necessary, appropriate Form I-9's for all employees assigned to the Project. Subcontractor must not knowingly utilize the services of illegal immigrants in the performance of a subcontract for good or services.

SPECIAL CONDITIONS:

1. **General Contractor - Johnson City Housing Authority** enforces a zero tolerance Drug Free Workplace. Subcontractors are required to also comply accordingly.
2. The Subcontractor shall furnish all equipment, and tools required to perform services stated in this Subcontract.
3. All state and local permits are a part of this Subcontract and shall be furnished by the Subcontractor.
4. Subcontractor is responsible for temporary power and water however JCHA may provide such items if readily available.
5. Time is of the essence in this subcontract. Any penalties assessed, as a result of time delays on this project will be passed on to the Subcontractor responsible for the delays and the completion of this Subcontract.
6. Certificates of insurance and W-9 form must be in General Contractors possession before any work begins.
7. Invoices may be submitted monthly for work properly performed and/or at project completion. Retainage will be applicable if deemed necessary by General Contractor.
8. Before work begins, and in order for the first application for payment to be processed, the subcontractor must have furnished:
 - A. Insurance Certificate's in accordance with Article 5 regarding:
 1. General Liability
 2. Comprehensive Automobile Liability
 3. Worker's Compensation

Limits shall be in the amount specified in the general conditions of the contract between the General Contractor and **Subcontractor**.

B. Performance and payment bonds, if required, on the face of the Subcontract.

C. Subcontractor's application for payment.

1. Form of application supplied by General Contractor - Johnson City Housing Authority unless approved otherwise by General Contractor.

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2. In the event the subcontract amount exceeds \$10,000, the approved breakdown schedule of values showing various materials by type, identifying stored materials, and/or segments of the work totaling the full amount of the subcontract may be required by General Contractor. The schedule of values shall include a line item value for preparation of operation and Maintenance Manuals and As-Built Drawings if applicable as determined by General Contractor.
 - D. Safety Data Sheet (SDS) for material placed on the job during the current month and those expected within the next month as applicable.
 - E. Signed acknowledgement copy of the subcontract.
 - F. Subcontractor to furnish a copy of business license and/or subcontractor's license as applicable.
9. **General Contractor - Johnson City Housing Authority's** Project Managers' are Adam Warren and Dwight Harrell.
 10. No extras will be accepted unless covered by a fully executed Change Order to this subcontract.
 11. All subcontractors shall comply with OSHA safety requirements. Any subcontractor OSHA violation fee is to be paid by subcontractor.
 12. Shop drawings and submittals shall be submitted within 3 weeks of receipt of the subcontract in order to meet the construction progress schedule, if applicable.
 13. All correspondence, instruction, questions, etc. shall be sent through **General Contractor - Johnson City Housing Authority**.
 14. The project schedule is based on a 5-day work week at 8 hours per day, however extended days and/or hours are permitted (and maybe necessary) with **General Contractor - Johnson City Housing Authority's approval**. All subcontractors are required to adhere to project work schedule.
 15. Project Meetings: Project Manager may hold periodic project meetings to discuss applicable scope of work and/or progress with applicable subcontractors. Meeting schedules will be announced in advance and Project Superintendents will be expected to attend.
 16. Comply with Executive Order 11246 regarding Equal Employment Opportunity
 17. Comply with a Drug-Free Workplace in accordance with Federal and/or State guidelines
And provide certification through contract signature or other forms, as provided by Housing Authority.
 18. Comply with the latest building codes, state and federal laws, relative to public works subcontracts including the American with Disabilities Act.
 19. Comply with Section 3 of the HUD act of 1968 and encourage utilization of Minority and Women Business Enterprises as feasible.
 20. Subcontractor agrees to abide by requirements set forth by applicable funding agencies, such as Tn. Housing Development Agency (THDA) and Federation of Appalachian Housing Enterprises, Inc. (FAHE) including the following mandated contract clause: The sub-grantee, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

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21. Subcontractor agrees to abide by THDA’s “Federal Construction Requirements” as noted on THDA’s 2024-2 HOME Rental Development Round Program on THDA’s website www.thda.org and includes Section 3 requirements that ensures employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low-and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

PRICING TABLE

Labor Cost for Siding Installation	\$
Labor Cost for Soffit Installation	\$
Labor Cost for Fascia/Trim Installation	\$
Labor Cost for Gable Vent Installation	\$
Labor Cost for Three Privacy Walls (Wood Fencing) Installation	\$
Labor Cost for Twenty Fiberglass Front Porch Columns Installation	\$
TOTAL COSTS	\$

SUBMITTED BY:

Company Name

Address

Phone

City, State, Zip

Authorized Representative Print

Date

Authorized Representative Signature

Date

NOTE: Additionally, Please submit same quote on company letterhead form.

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"General Decision Number: TN20260026 01/02/2026

Superseded General Decision Number: TN20250026

State: Tennessee

Construction Type: Residential

Counties: Carter, Hawkins, Sullivan, Unicoi and Washington Counties in Tennessee.

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

Modification Number 0 Publication Date 01/02/2026

SUTN2009-025 09/10/2009

2026 Rates

	Rates	Fringes
✓ BRICKLAYER.....	\$ 12.72	0.00
✓ CARPENTER.....	\$ 12.50	0.00
✓ CEMENT MASON/CONCRETE FINISHER...	\$ 16.00	0.00
✓ ELECTRICIAN.....	\$ 10.52	2.32
✓ LABORER: Common or General.....	\$ 8.66	0.00
✓ LABORER: Landscape.....	\$ 12.33	0.30
✓ OPERATOR: Backhoe.....	\$ 13.17	0.00
✓ PLUMBER.....	\$ 17.50	0.00
✓ ROOFER, Includes Shake & Shingle Roofs.....	\$ 10.25	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

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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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

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Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal

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number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were 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. The date, 01/03/2024 in the example, 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.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be

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directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

" END OF GENERAL DECISION
"