

SERVICE AGREEMENT NO. 3298

Restroom Renovations for Fleet Department

THIS **Restroom Renovations for Fleet Department Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and DARPRO Commercial Construction, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Restroom Renovations for Fleet Department in response to Request for Bid/Proposal No. 3298 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. **Scope**. Contractor will provide Restroom Renovations for Fleet Department ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term. This Agreement is for three months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. The parties may mutually extend the term of this Agreement for up to zero additional zero-month periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment. This Agreement is for an amount not to exceed \$62,500.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi Attn: Accounts Payable P.O. Box 9277 Corpus Christi, Texas 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Romy Greaves

Department: Asset Management

Phone: (361) 826-3645

Email:RomyG@cctexas.com

5. Insurance; Bonds.

- (A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- (B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.
- 6. Purchase Release Order. For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. Inspection and Acceptance. City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. Warranty.

- (A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
- (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
- (C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.
- 9. Quality/Quantity Adjustments. Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
- 10. Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor. Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

- 12. Subcontractors. Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- **13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- **14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes. The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice. Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi Attn: Romy Greaves

Title: Architect

Address: 5352 Ayers St., Bldg 3A, Corpus Christi, Texas 78415

Phone: (361) 826-3645 Fax:(361) 826-1989

IF TO CONTRACTOR:

DARPRO Commercial Construction, LLC

Attn: Darryl a. Prosek Title: Managing Partner

Address: P.O. Box 18278, Corpus Christi, Texas 78480-8278

Phone: (361) 939-1111 Fax: (361) 937-6003 17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS. ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

- (A) The City Manager may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.
- (B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.
- 19. Owner's Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. Limitation of Liability. The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment. No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability. Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Payment of Prevailing Wage Rates. Contractor and any Subcontractors employed on this Project shall pay not less than the rates established in the wage determination attached hereto as Attachment E as required by Texas Government Code Chapter 2258. Contractor and its Subcontractors are required to pay laborers and mechanics an overtime rate of not less than one and one-half times the basic rate for all hours worked in excess of forty hours in a given work week.
- **24. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
 - A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 25. Certificate of Interested Parties. Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 26. Governing Law. Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.

- 27. Public Information Act Requirements. This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 28. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

[Signature Page Follows]

CONTRACTOR DocuSigned by:						
Signature: Darryl Prosuk						
Printed Name: Darryl Prosek						
Title: Managing Partner						
Date:						
CITY OF CORPUS CHRISTI						
Josh Chronley Interim Assistant Director of Contracts and Procurement						
Date:						
APPROVED AS TO LEGAL FORM:						
Assistant City Attorney Date						
Attached and Incorporated by Reference: Attachment A: Scope of Work Attachment B: Bid/Pricing Schedule Attachment C: Insurance and Bond Requirements Attachment D: Warranty Requirements Attachment E: Wage Rate Determination						
Incorporated by Reference Only: Exhibit 1: RFB/RFP No. 3298						

Exhibit 2: Contractor's Bid/Proposal Response

Attachment A - Scope of Work

1.1 General Requirements/Background Information

The Contractor shall provide renovation services for the Fleet Department Light Equipment Restroom. The location is: 5352 Ayers St., Building 3B, Corpus Christi, Texas 78415.

1.2 Scope of Work

- A. The Contractor shall have enough responsible, trained personnel qualified to provide the required services.
- B. The Contractor shall furnish labor, supervision, parts, supplies, materials, tools, equipment, and transportation necessary to perform the renovation services.
- C. All work performed must be accomplished in a manner that meets all applicable specification, trade standards and provisions, and federal, state and local codes and regulations.

D. Renovations

- 1. <u>Architectural Refer to the drawings in the Attachment A-1 for all details related to the Scope of Work to complete the work describe below:</u>
 - a. Contractor will remove walls to provide space to conform to ADA requirements. This will include the existing chase wall behind the urinals and water closets as well as the dividing wall between the restroom and a narrow closet.
 - b. Contractor will remove the existing floor tile and replace with new ceramic floor tile in both restrooms.
 - c. Contractor shall provide new wall construction which will be metal framed with gypsum board and fiberglass reinforced plastic (FRP) finish.
 - d. Contractor will install 2'x2' waterproof ceiling tile and grid.
 - e. Contractor will cut a new door into the existing wall for the men's restroom.
 - f. Contractor shall provide rough-in for future hand dryers.
 - g. Contractor will provide typical toilet accessories, conforming to ADA standards.
 - h. Contractor shall provide new restroom partitions that are 1-inch solid plastic.

- i. Contractor shall paint and patch all wall surfaces.
- 2. <u>MEP Refer to the drawings in the Attachment A-1 for all details related to the Scope of Work to complete the work describe below:</u>
 - a. Contractor shall replace plumbing fixtures with new fixtures and modify existing plumbing stacks for the new layout.
 - b. Contractor shall provide a single exhaust fan like the existing and discharge to the crawl space matching current conditions. The exhaust fan shall be interlocked with the corridor lights so that it will run during occupied hours even when the restroom lights are off.
 - c. Existing supply air will remain in the women's restroom. The Contractor shall supply the men's restroom with a sound attenuated transfer duct from the adjacent office space.
 - d. Contractor shall replace the light fixtures.

1.3 Bonds and Invoicing

- A. A Payment bond shall be provided for work over \$50,000 and a performance bond for work over \$100,000. The bonds shall be for 100% of the contract value.
- B. The Contractor shall submit invoice for services to the City as allowed by contract. The Invoices shall include:
 - 1. Work description, Purchase Order Number (PO#), Service Agreement Number, Location and date of Service and labor hours.
 - 2. Invoices shall be sent as follows: original copy to Accounts Payable with a copy to facilitymaintenanceinvoicing@cctexas.com and to the Contract Administrator.
 - 3. The Contractor shall include copies of Work order and Contractor Information Checklist (CIC) provided by Project Manager or designee. This is used as back-up for the invoice. Approval for payment shall be authorized by the Contract Administrator or Project Manager.

1.4 Special Instructions

- A. Contractor shall report to the Project Manager or designee at the location upon arrival.
- B. Any unauthorized changes or services performed by the Contractor, will be at the responsibility of the Contractor and not Asset Management-Facility Maintenance.
- C. The Contractor shall clean and haul away all debris.

- D. The Contractor shall commence work no more than 15 days from date of notice to proceed and complete the work within 60 days after commencing.
- E. After completion of inspection, Contractor shall report back to the Project Manager or designee.

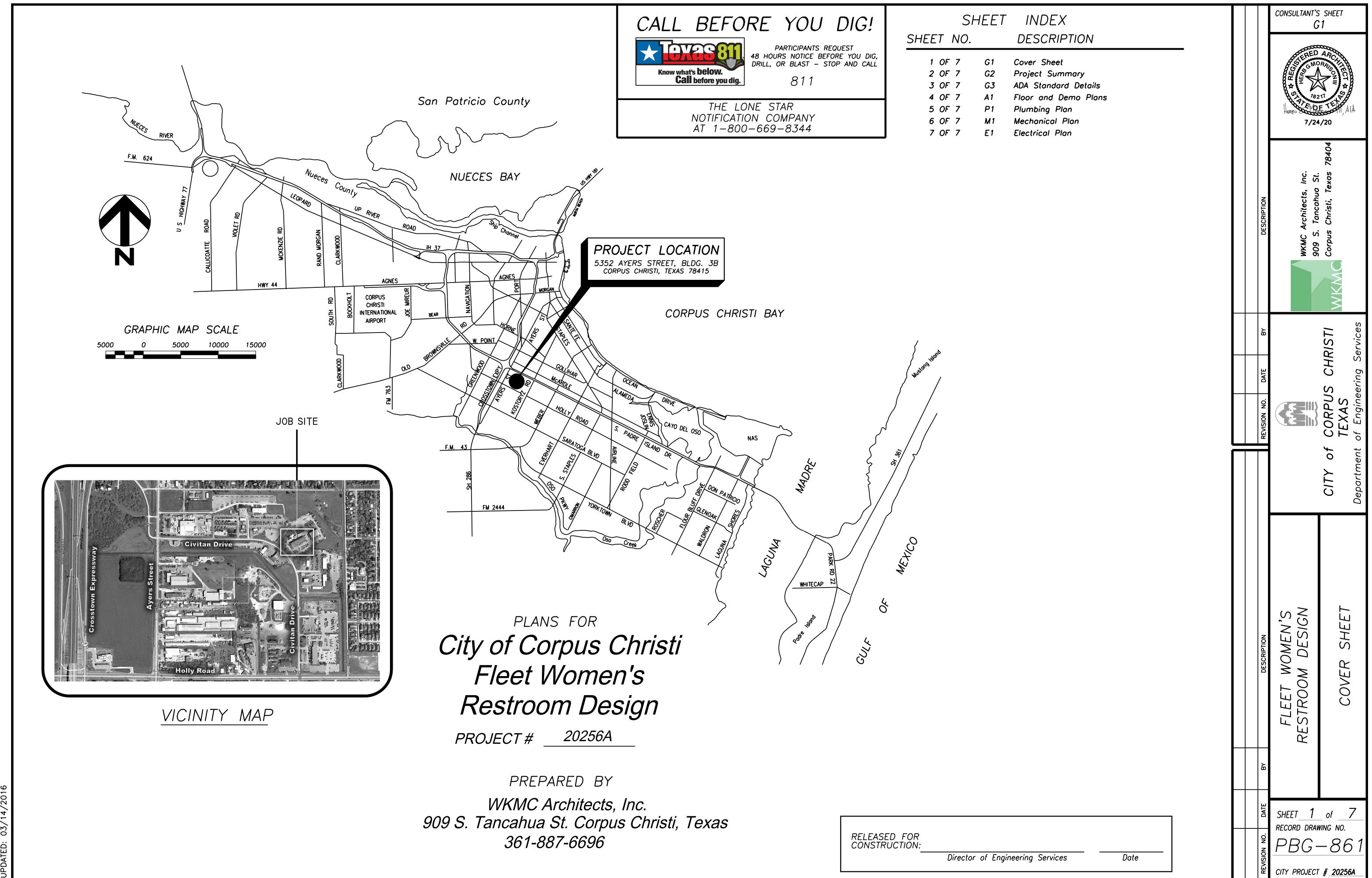
1.5 Warranty

- A. Covered warranty on new installation shall be one year or better for all labor and material.
- B. Warranty on all repairs shall be one year or better for all labor and materials. Any additional service call to repair deficiencies previously addressed, will not be considered for payment.

1.6 Contractor Quality Control and Superintendence

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to ensure it complies with the contract requirements.

	Attackma	nt A 1 Dlam	c/Drowings	
	Allachine	nt A-1 Plans	s/Diawings	



PDATED: 03/14/2016

PROJECT SUMMARY:

THE CITY DESIRES TO ADD A SINGLE ADA ACCESSIBLE WOMEN'S RESTROOM ON THE FIRST FLOOR OF THE FLEET BUILDING AND WITHIN THE EXISTING MEN'S RESTROOM FOOTPRINT INCLUDING ACCESS TO SAID ACCESSIBLE WOMEN'S RESTROOM FROM THE CORRIDOR; AND ADA COMPLIANT RENOVATIONS OF THE EXISTING 1ST FLOOR MEN'S ROOM INCLUDING A NEW SEPARATE ENTRY WITH RELATED MECHANICAL, ELECTRICAL AND PLUMBING DESIGN OWNED BY THE CITY OF CORPUS CHRISTI.

THE SCOPE OF WORK INCLUDES THE FOLLOWING IN ACCORDANCE WITH CONTRACT DOCUMENTS PROVIDED:

ARCHITECTURAL:

- IN ORDER TO PROVIDE SPACE TO CONFORM TO ADA REQUIREMENTS, WALLS WILL BE REMOVED. THIS WILL INCLUDE THE
 EXISTING CHASE WALL BEHIND THE URINALS AND WATER CLOSETS AS WELL AS THE DIVIDING WALL BETWEEN THE
 RESTROOM AND A NARROW CLOSET.
- THE EXISTING FLOOR TILE IS TO BE REMOVED AND REPLACED WITH NEW CERAMIC FLOOR TILE IN BOTH RESTROOMS.
- NEW WALL CONSTRUCTION WILL BE METAL STUD FRAMED WITH GYPSUM BOARD AND FIBERGLASS REINFORCED PLASTIC (FRP) FINISH.
- CEILINGS WILL REMAIN EXPOSED CONCRETE DECK.
- · A NEW DOOR WILL BE CUT INTO THE EXISTING WALL FOR THE MEN'S RESTROOM.
- ROUGH-IN FOR FUTURE HAND DRYERS WILL BE INCLUDED.
- TYPICAL TOILET ACCESSORIES WILL BE PROVIDED, CONFORMING TO ADA STANDARDS.
- NEW RESTROOM PARTITIONS WILL BE 1-INCH SOLID PLASTIC.
- ALL WALL AND CEILING SURFACES WILL BE PATCHED AND PAINTED.

MECHANICAL/ELECTRICAL/PLUMBING (MEP):

- PLUMBING FIXTURES WILL BE REPLACED NEW. EXISTING PLUMBING STACKS WILL BE MODIFIED FOR NEW LAYOUT.
- A SINGLE EXHAUST FAN SIMILAR TO THE EXISTING AND DISCHARGE TO THE CRAWL SPACE MATCHING CURRENT CONDITIONS. THE EXHAUST FAN SHALL BE INTERLOCKED WITH THE CORRIDOR LIGHTS SO THAT IT WILL RUN DURING OCCUPIED HOURS EVEN WHEN THE RESTROOM LIGHTS ARE OFF.
- EXISTING SUPPLY AIR WILL REMAIN IN THE WOMEN'S RESTROOM. THE MEN'S RESTROOM WILL BE SUPPLIED BY A SOUND ATTENUATED TRANSFER DUCT FROM THE ADJACENT OFFICE SPACE.
- LIGHT FIXTURES WILL BE REPLACED.

PROJECT ARCHITECT:

WKMC ARCHITECTS, INC.

909 S. TANCAHUA ST. CORPUS CHRISTI, TEXAS 78404

HERB MORRISON, AIA, PROJECT MANAGER

MEP ENGINEER:

BATH ENGINEERING CORPORATION 5656 S. STAPLES, SUITE 110 CORPUS CHRISTI, TEXAS 78411

JOE MARTINEZ, P.E.

GENERAL NOTES:

THE FACILITY IS OPEN TO THE PUBLIC AND WILL REMAIN OCCUPIED BY CITY EMPLOYEES. CONTRACTORS WILL HAVE FULL ACCESS TO PROJECT BOUNDARIES IDENTIFIED DURING NORMAL WORKING HOURS, BUT WILL HAVE TO MAINTAIN AND COORDINATE PUBLIC ACCESS WITH THE OPERATING DEPARTMENT.

CODE SUMMARY AND PROJECT DATA:

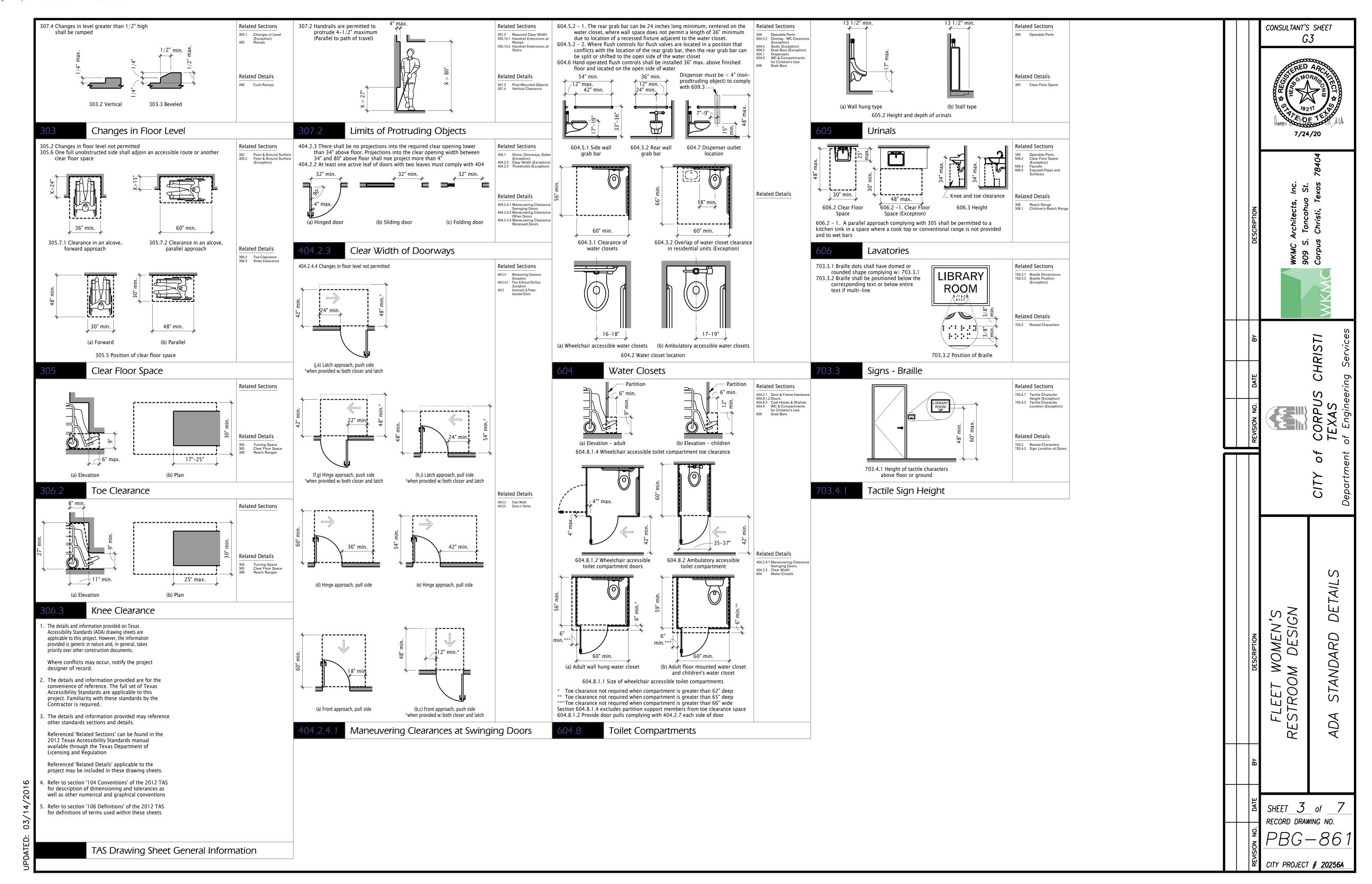
ADDRESS: THE PROJECT IS LOCATED AT 5352 AYERS STREET IN CORPUS CHRISTI, TEXAS (BUILDING NO. 3B).

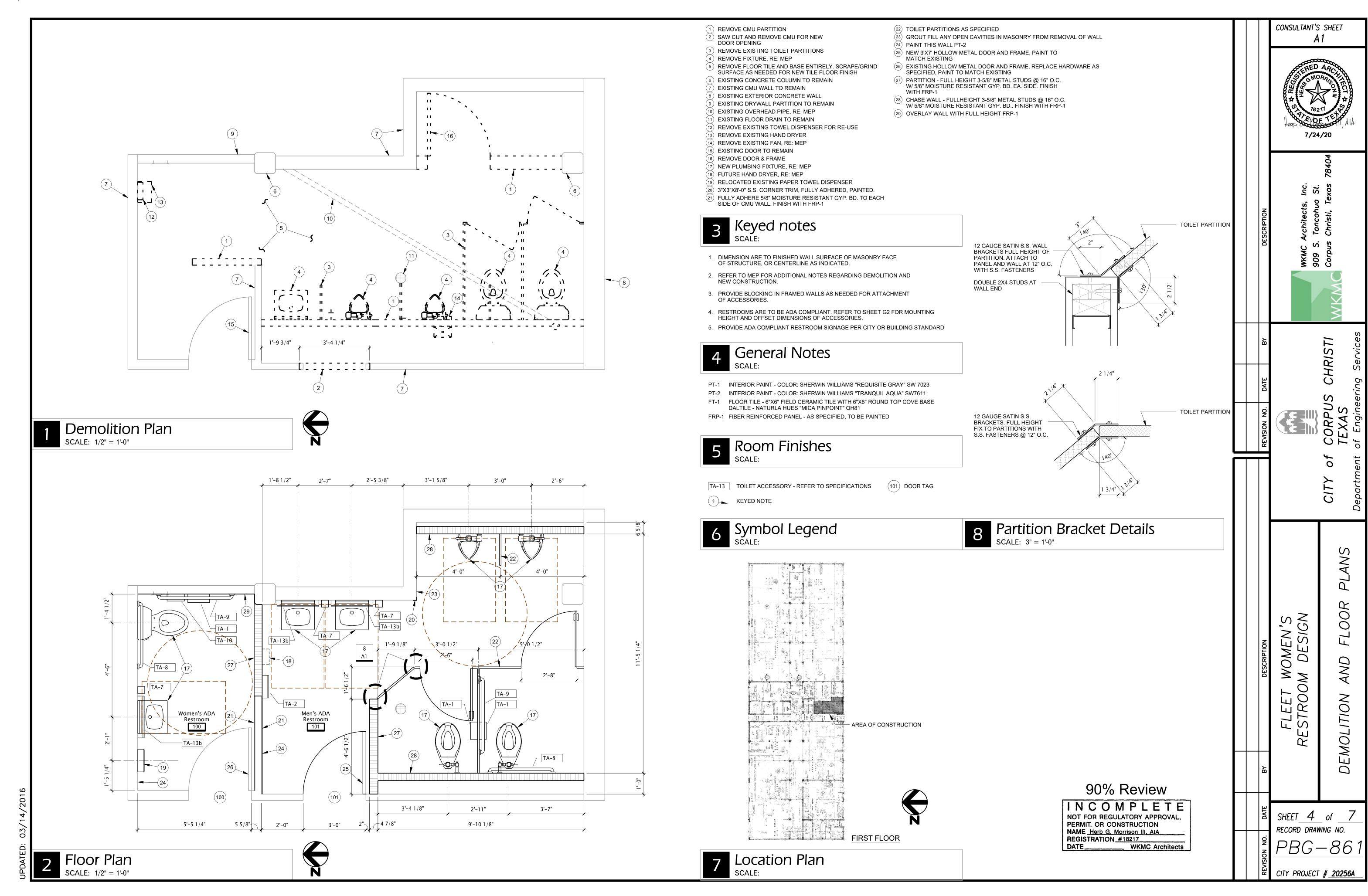
BUILDING CODE: 2015 INTERNATIONAL BUILDING CODE
MECHANICAL CODE: 2015 INTERNATIONAL MECHANICAL CODE
PLUMBING CODE: 2015 INTERNATIONAL PLUMBING CODE
ELECTRICAL CODE: 2017 NATIONAL ELECTRICAL CODE

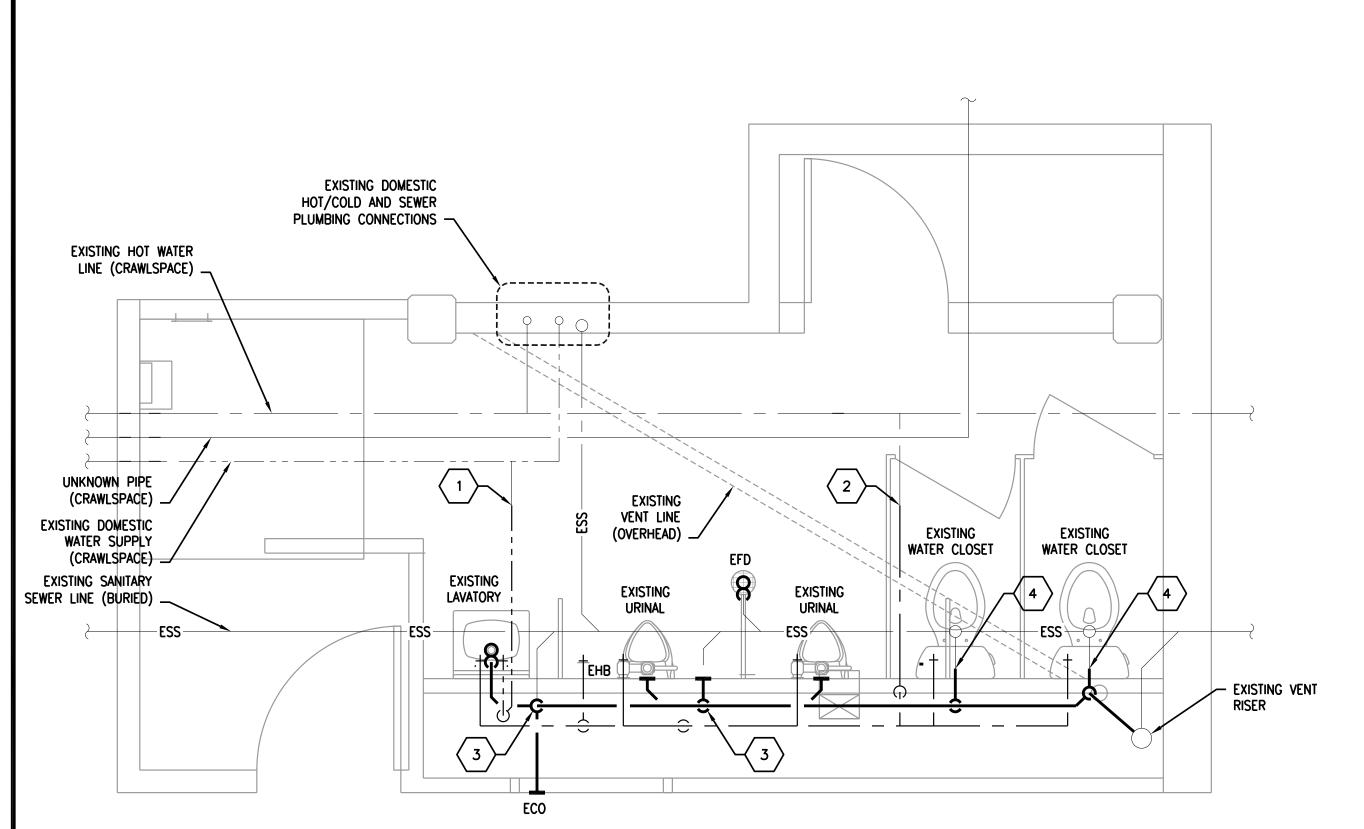
ENERGY CODE: 2015 INTERNATIONAL ENERGY CONSERVATION CODE

SUMMARY OMEN S \bigcirc ROJE SHEET 2 of RECORD DRAWING NO. CITY PROJECT #_20256A

CONSULTANT'S SHEET







PLUMBING FIXTURE SCHEDULE								
MADIZ		PIP	PING	DEMARKS				
MARK	WASTE	VENT	C.W.	H.W.	REMARKS			
WATER CLOSET (ADA) WC-1(H)	3"	2*	1/2"	-	KOHLER M/N K-25077, 1.28 GPF, AD COMPLIANT WATER CLOSET WITH ELONGATED BOWL. TRIP LEVER TO BE ON OPEN SIDE OF STALL.			
WATER CLOSET WC-2	4"	2"	1"	-	KOHLER M/N K-96053-0, FLOOR-MOUNTED, ELONGATED BOWL, 1.28 GPF WITH KOHLER M/N K-76321-CP MANUAL FLUSH VALVE. TRIP LEVER TO BE ON OPEN SIDE OF STALL.			
WATER CLOSET (ADA) WC-3(H)	4"	2"	1"	-	KOHLER M/N K-96057-0, FLOOR-MOUNTED, ELONGATED BOWL, 1.28 GPF, ADA COMPLIANT WITH KOHL M/N K-76321-CP MANUAL FLUSH VALVE. TRIP LEVER TO BE ON OPEN SIDE OF STALL.			
URINAL U – 1	2"	2*	3/4"	-	KOHLER M/N K-5016-ET. 3/4 INCH TOP SPUD, 1.0 GPF, SLOAN REGAL FLUSHOMETER 186-1.0. SEE ARCHITECTURAL PLANS FOR ADA MOUNTING HEIGHTS.			
LAVATORY L – 1	2"	2"	1/2"	1/2*	KOHLER M/N K-1728. FAUCET M/N K-400T20-4ANA WITH WATTS LFE480 TEMPERING VALVE. PROVIDE TRU-BROUNDER-SINK PIPING COVERS. SEE ARCHITECTURAL PLANS FOR ADA MOUNTING HEIGHTS.			
FLOOR DRAIN FD	-	-	-	-	ZURN Z-415. PROVIDE SIOUX CHIEF MFG. 695 SERIES TRAP PRIMER. REPLACE EXISTING FLOOR DRAIN WITH LIKE SIZE.			

LEGEND EFD EHB

EXISTING FLOOR DRAIN EXISTING HOSE BIB

WC-X WATER CLOSET

WC-X(H)WATER CLOSET (HANDICAPPED) U-X

LAVATORY

L-X(H) LAVATORY (HANDICAPPED) FLOOR DRAIN

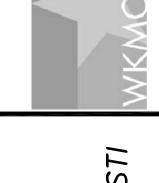
GENERAL NOTES

 $\mathsf{L}\mathsf{-}\mathsf{X}$

- 1. THIS PLUMBING DRAWING IS DIAGRAMMATIC AND DOES NOT NECESSARILY SHOW EVERY COMPONENT AND/OR ACCESSORY REQUIRED FOR A COMPLETE INSTALLATION. THE CONTRACTOR SHALL INCLUDE SUCH ITEMS AS IS REQUIRED TO ENSURE THAT THE ENTIRE SYSTEM IS FUNCTIONING IN COMPLIANCE WITH APPLICABLE CODES, ACCEPTED INDUSTRY STANDARDS, AND MANUFACTURER'S INSTALLATION REQUIREMENTS UPON COMPLETION OF THE WORK.
- 2. ALL CONFLICTS, WHICH MAY PREVENT THE COMPLETION OF WORK AS INTENDED, SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION. THE CONTRACTOR SHALL NOT PROCEED WITH ANY RELATED WORK UNTIL ALL CONFLICTS ARE RESOLVED AND THE CLARIFYING INFORMATION IS ISSUED TO THE CONTRACTOR BY THE
- 3. COORDINATE ALL WORK TO AVOID CONFLICTS WITH OTHER DISCIPLINE'S EQUIPMENT.

CONSTRUCTION NOTES

- REMOVE DOMESTIC HOT WATER SUPPLY TO THIS POINT. PROVIDE CAP AT END OF PIPE.
- REMOVE DOMESTIC COLD WATER SUPPLY TO THIS POINT. INSTALL SHUT OFF
- PROVIDE CAP ON VERTICAL SANITARY SEWER PIPE SECTION IN CRAWL SPACE.
- PROVIDE CAP ON HORIZONTAL VENT PIPE SECTION.
- NEW LAVATORIES TO BE CONNECTED TO EXISTING DOMESTIC HOT & COLD WATER SUPPLY AND EXISTING SANITARY SEWER AND VENT LINES. CONTRACTOR TO VERIFY EXISTING PLUMBING LINE ACCESSIBILITY AND FUNCTION.



CONSULTANT'S SHEET

JEFFREY D. TABB

Inc. St.

PLUMBING

Rath

TEXAS FIRM REGISTRATION NO. F-829
5656 S. STAPLES, SUITE 110
CORPUS CHRISTI, TX. 78411
(361) 992-2284

SHEET 5 of 7RECORD DRAWING NO. PBG-867

CITY PROJECT # 20256A

FLEET DEPT. BUILDING



GRAPHIC SCALES



U-1 WC-2 WC-3(H)

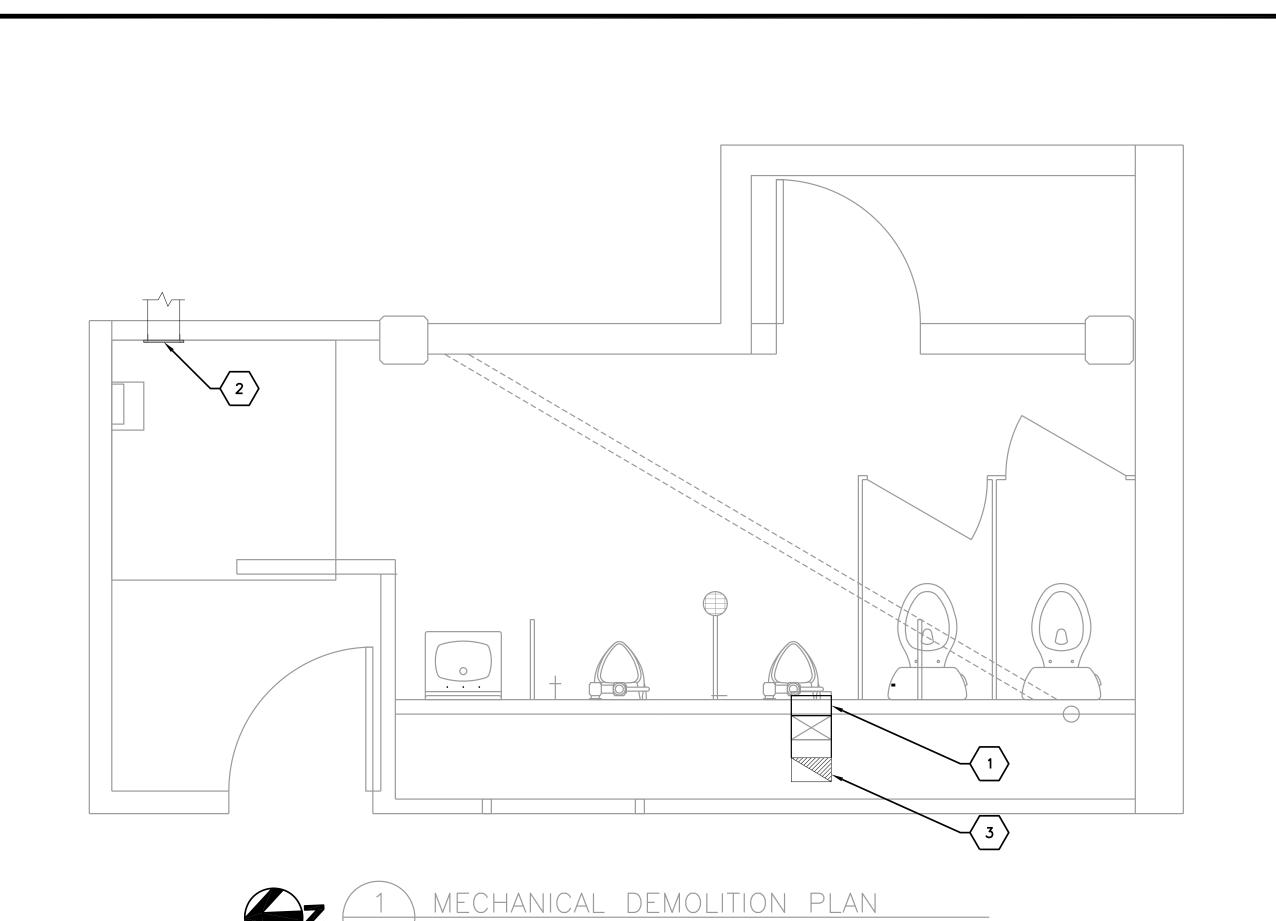
CAPPED HORIZONTAL VENT PIPE (TYP. 2 PLACES)

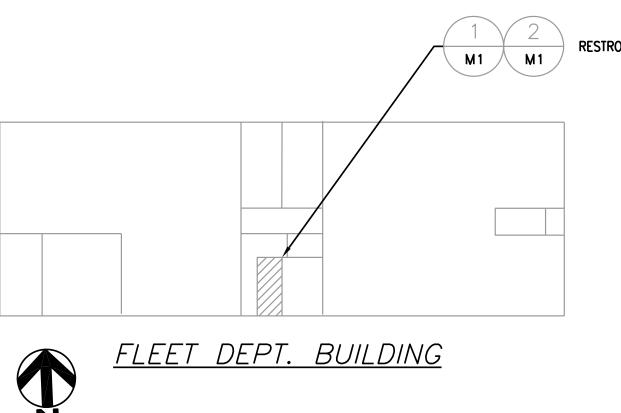
EXISTING VENT RISER

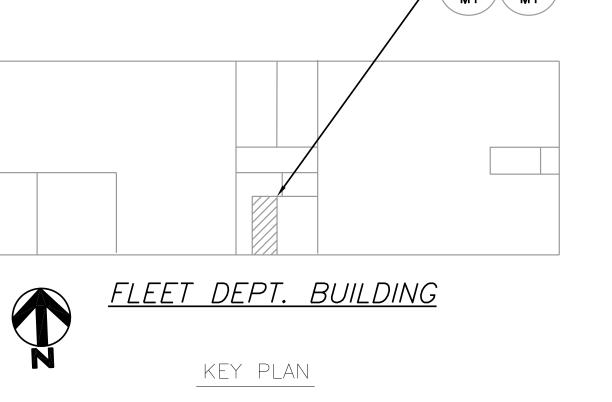
PLUMBING NEW WORK PLAN

CAPPED SEWER PIPE —

CAPPED SEWER PIPE







LEGEND

EXHAUST FAN

REGISTER TAG - MARK, SIZE, AIRFLOW

GENERAL NOTES

- 1. THESE MECHANICAL DRAWINGS ARE DIAGRAMMATIC AND DO NOT NECESSARILY SHOW EVERY COMPONENT AND/OR ACCESSORY REQUIRED FOR A COMPLETE INSTALLATION. THE CONTRACTOR SHALL INCLUDE SUCH ITEMS AS IS REQUIRED TO ENSURE THAT THE ENTIRE SYSTEM IS FUNCTIONING IN COMPLIANCE WITH APPLICABLE CODES, ACCEPTED INDUSTRY STANDARDS, AND MANUFACTURER'S INSTALLATION REQUIREMENTS UPON COMPLETION OF THE WORK.
- 2. ALL CONFLICTS, WHICH MAY PREVENT THE COMPLETION OF WORK AS INTENDED, SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION. THE CONTRACTOR SHALL NOT PROCEED WITH ANY RELATED WORK UNTIL ALL CONFLICTS ARE RESOLVED AND THE CLARIFYING INFORMATION IS ISSUED TO THE CONTRACTOR BY THE ENGINEER.
- 3. COORDINATE ALL WORK TO AVOID CONFLICTS WITH OTHER DISCIPLINE'S EQUIPMENT.
- 4. PROVIDE DUCT OFFSETS, AS REQUIRED, TO AVOID INTERFERENCES/OBSTRUCTIONS.
- 5. DUCT DIMENSIONS ON DRAWING INDICATE DUCT FREE AREA AND DOES NOT ACCOUNT FOR INSULATION THICKNESS.

CONSTRUCTION NOTES

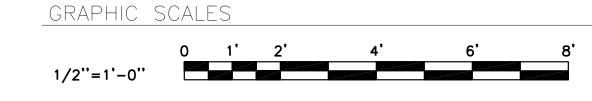
- REMOVE EXISTING WALL MOUNTED EXHAUST FAN. DISCONNECT FROM EXISTING EXHAUST DUCT LOCATED IN PLUMBING CHASE.
- REMOVE EXISTING SUPPLY REGISTER. COVER OPENING DURING CONSTRUCTION PHASE.
- EXISTING VERTICAL EXHAUST DUCT IN RISER TO REMAIN.
- INSTALL NEW INLINE EXHAUST FAN ON VERTICAL SECTION OF EXHAUST DUCT.
- REMOVE CMU BLOCK FROM ABOVE LAVATORY AREA AND PROVIDE SUPPLY GRILLE TO MATCH CMU BLOCK DIMENSIONS.
- PROVIDE NEW SUPPLY REGISTER. BALANCE SUPPLY TO WOMEN'S RESTROOM TO MATCH AIRFLOW EXHAUSTED FROM SPACE. REFER TO DRAWING FOR AIRFLOW VALUES. MATCH SIZE OF THE EXISTING REGISTER, FIELD VERIFY.
- INSTALL NEW TRANSFER DUCT TO MEN'S RESTROOM. TRANSFER DUCT TO BE LOCATED ABOVE LAY-IN CEILING LEVEL OF ADJACENT OFFICE. ROUTE DUCT ACROSS AND CONNECT TO LAY-IN CEILING GRILLE. DUCT TO BE LINED FOR SOUND ATTENUATION.
- CONNECT WOMEN'S BATHROOM EXHAUST TO EXISTING VERTICAL EXHAUST DUCT. CONNECT UPSTREAM OF NEW INLINE EXHAUST FAN AND NEW BACK-DRAFT DAMPER.
- PROVIDE GREENHECK MANUAL BALANCING DAMPER, M/N MDB-10.
- INSTALL RETURN GRILLE IN ADJACENT OFFICE. LOCATE NEAR TRANSFER DUCT ASSEMBLY.

A1 6.4 50	10 C 24x24 7 7 5
	Al 8x4 50 Bl 16x8
B 8x4 50	9 B1 8x8 200

DIFFUSER AND GRILLE SCHEDULE								
MARK	MAKE	MODEL	REMARKS					
Α	PRICE	610	SURFACE-MOUNT ALUMINUM SUPPLY DIFFUSER WITH O.B.D. 3/4 INCH BLADE SPACING. O' BLADE DEFLECTION.					
В	PRICE	80DAL	SURFACE-MOUNT EGGCRATE FACE RETURN GRILLE.					
С	PRICE	80	LAY-IN CEILING MOUNT EGGCRATE FACE RETURN GRILLE.					

	EXHAUST FAN SCHEDULE												
SYMB.	MAKE	MODEL	TYPE	LOCATION	CFM	ESP	EL	ECTRICAL	-		INTEGRAL MTR.		ACCESSORIES
						IN W.C.	VOLTS	PHASE	WATTS	HP	PROTECTION	DAMPER	NOTES
[F-1	GREENHECK	SQ-80	INLINE	RESTROOM	250	0.25	115	1	33	1	1	.23	PROVIDE GREENHECK ES-40 BACKDRAFT DAMPER. DAMPER SHALL BE IN DOWN FLOW CONFIGURATION AND BE INSTALLED AT DISCHARGE OF FAN. INTERLOCK WITH CORRIDOR LIGHTS. PROVIDE FAN WITH INTEGRAL DISCONNECT.





Rath ENGINEERING

TEXAS FIRM REGISTRATION NO. F-829
5656 S. STAPLES, SUITE 110
CORPUS CHRISTI, TX. 78411
(361) 992-2284

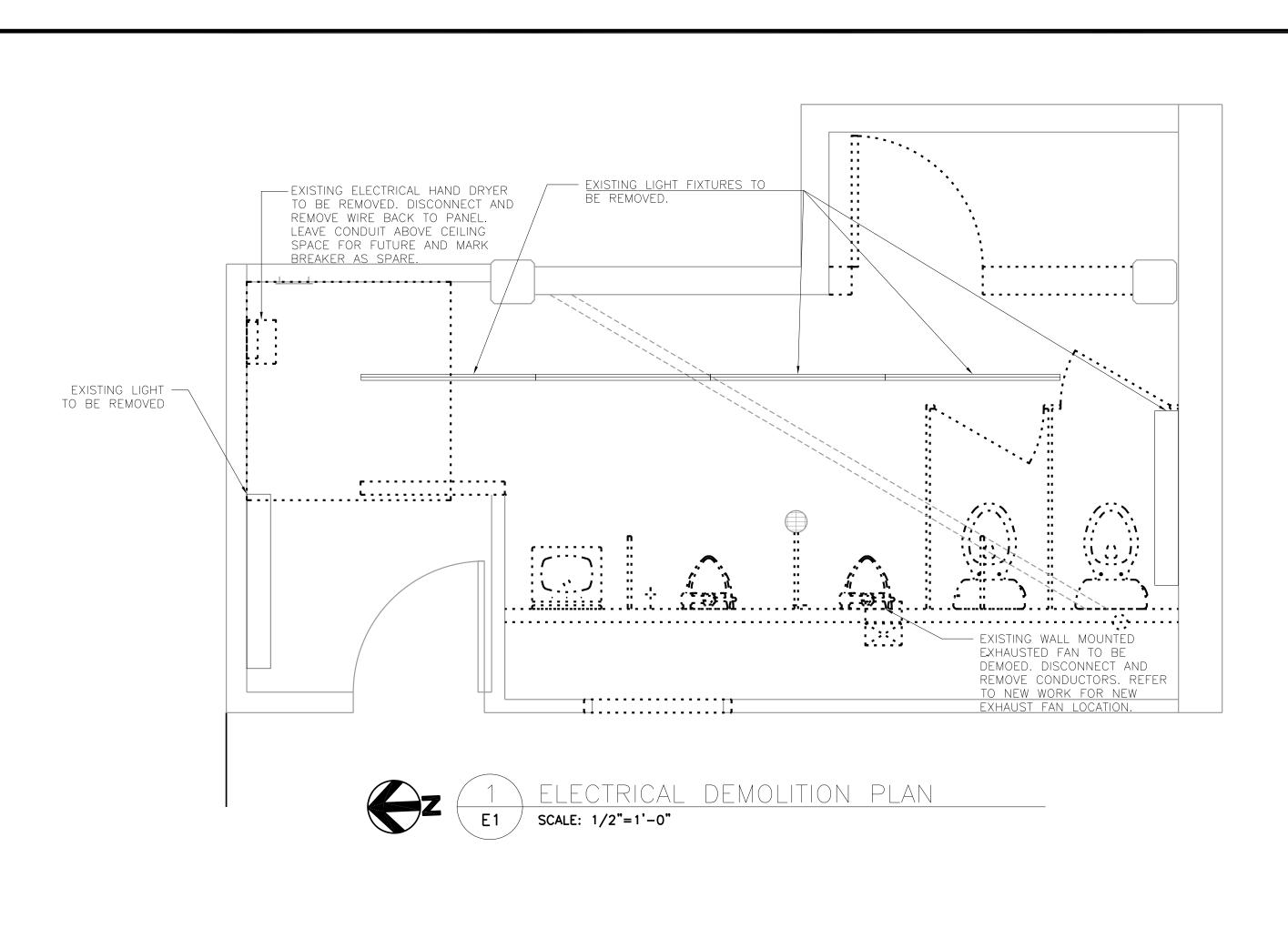
SHEET 6 of 7 RECORD DRAWING NO. PBG-861

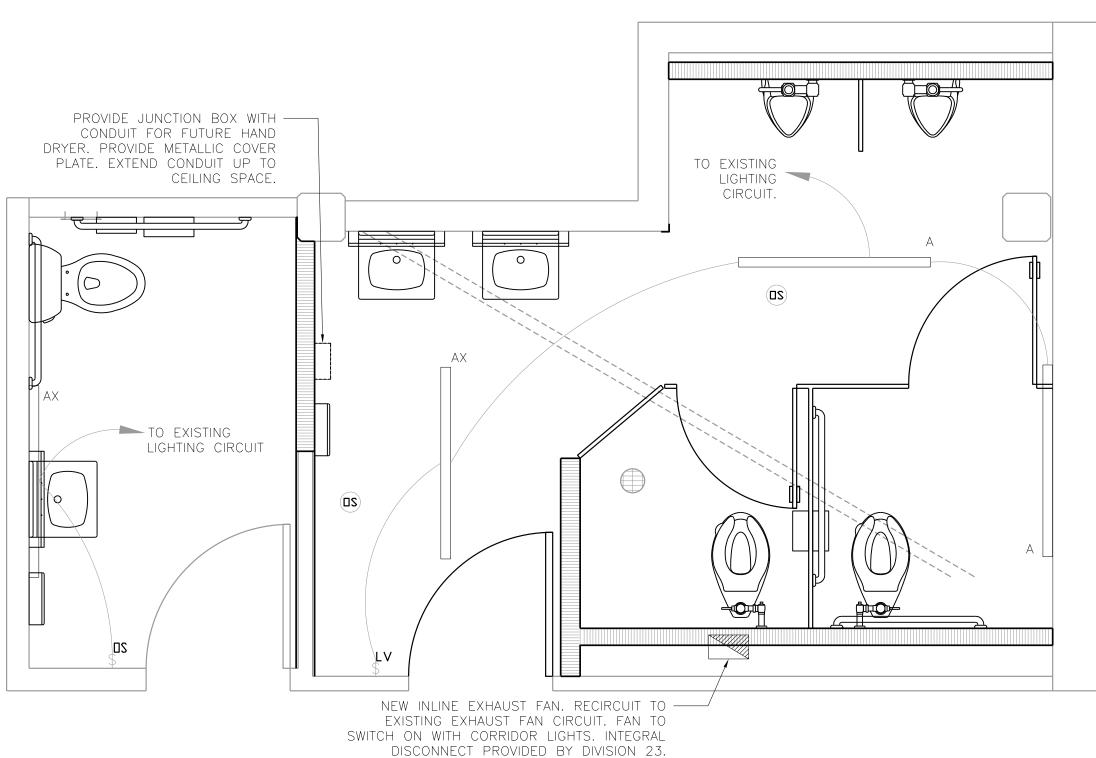
MECHANICAL

CONSULTANT'S SHEET

JEFFREY D. TABB

CITY PROJECT # 20256A





ELECTRICAL NEW WORK PLAN

LEGEND

HOME RUN TO POWER PANEL

EATON OAC-DT-2000-R DUAL TECH CEILING OCCUPANCY SENSOR

EATON ONW-D-1001-MV-X DUAL TECH OCCUPANCY SENSOR (OCCUPANCY MODE)

EATON GMDS-W MOMENTARY LOW VOLTAGE OVERRIDE SWITCH

LIGHT FIXTURE SCHEDULE MANUFACTURER & CATALOG NO. | VOLTAGE | WATIS | LUMENS | TEMP | **MO UNTED** DESCRIPTION UNV | 49 | 5600 | 3500K | METALUX #4SLSTP5535DD-UNV **SURFACE** 4' LED STRIP LIGHT METALUX #4SLSTP5535DD-UNV-EBPLED7W 4' LED STRIP LIGHT W/ EMERGENCY BATTERY PACK UNV 49 5600 3500K SURFACE

60 WATTS SAVED.

REMOVING (8) 32W FLUORESCENT LIGHTS FOR A TOTAL OF 256 WATTS.

REPLACING WITH (4) 49W LED FIXTURES FOR A TOTAL OF 196 WATTS.

CONSULTANT'S SHEET

JEFFREY D. TABB

0

SHEET 7 of 7 RECORD DRAWING NO. PBG-867

CITY PROJECT # 20256A

ENGINEERING TEXAS FIRM REGISTRATION NO. F-829 5656 S. STAPLES, SUITE 110 CORPUS CHRISTI, TX. 78411 (361) 992-2284

Rath

GRAPHIC SCALES



CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT DEPARTMENT BID FORM

RFB No. 3298 Restroom Renovations for Fleet Department

PAGE 1 OF 1

Date: 11

11/3/2020

Bidder: DARPRO COMMERCIAL

CONSTRUCTION

Authorized Signature:



- 1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
- 2. Quote your best price for each item.
- 3. In submitting this bid, Bidder certifies that:
 - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

DESCRIPTION	QTY	UNIT PRICE	PRICE TOTAL
Fleet Department Light Equipment Restroom Renovations as mentioned in the Scope of Work and Drawings attached.	1	Lump Sum Price	\$62,500.00

Attachment C - Insurance Requirements

I. <u>CONTRACTOR'S LIABILITY INSURANCE</u>

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies by endorsement, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	
 Commercial General Liability Including: Commercial Broad Form Premises - Operations Products/Completed Operations Contractual Liability Independent Contractors Personal Injury- Advertising Injury 	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION EMPLOYER'S LIABILITY	Statutory \$500,000 /\$500,000 /\$500,000

C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. <u>ADDITIONAL REQUIREMENTS</u>

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi Attn: Risk Manager P.O. Box 9277 Corpus Christi, TX 78469-9277

- D. Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
 - List the City and its officers, officials, employees, volunteers, and elected representatives
 as additional insured by endorsement, as respects operations, completed operation
 and activities of, or on behalf of, the named insured performed under contract with the
 City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City
 of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2020 Insurance Requirements
Ins. Req. Exhibit **4-B**Contracts for General Services – Services Performed Onsite
06/08/2020 Risk Management – Legal Dept.

Attachment C - Bond Requirements

Bonds will be required as outlined in the Scope of Work, Section 4: subsection 4.3; Job Order (C)

Attachment D - Warranty Requirements

- A. Covered warranty on new installation shall be one year or better for all labor and material.
- B. Warranty on all repairs shall be one year or better for all labor and materials. Any additional service call to repair deficiencies previously addressed, will not be considered for payment.

Attachment E - Wage Rate Determination

"General Decision Number: TX20200288 09/11/2020

Superseded General Decision Number: TX20190288

State: Texas

Construction Type: Building

Counties: Aransas, Nueces and San Patricio Counties in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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 \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR

* IRON0084-011 06/01/2020

5.1(a)(2)-(60). Ac	dditional	informati	ion on	cont	crac	ctor	£
requirements and w	worker pro	otections	under	the	EO	is	available
at www.dol.gov/who	d/govconti	racts.					

at www.dol.gov/whd/govcontracts.							
Modification Number							
0 1	01/03/2020 09/11/2020						
BOIL0074-003 01/01/2	017						
	Rates	Fringes					
BOILERMAKER	\$ 28.00	22.35					
* ELEC0278-002 03/20/2020							
	Rates	Fringes					
ELECTRICIAN	\$ 26.25	8.24					
* ENGI0178-005 06/01/	2020						
	Rates	Fringes					
POWER EQUIPMENT OPERA	TOR						
(1) Tower Crane.	\$ 32.85	13.10					
(2) Cranes with							
Driving or Caiss							
Attachment and H	ydraulic d above\$ 28.75	10.60					
(3) Hydraulic cr		10.00					
_	\$ 32.35	13.10					

	Rates	Fringes
	1.0.002	
IRONWORKER, ORNAMENTAL		7.13
SUTX2014-068 07/21/2014		
	Rates	Fringes
BRICKLAYER	.\$ 20.04	0.00
CARPENTER	.\$ 15.21	0.00
CEMENT MASON/CONCRETE FINISHER	.\$ 15.33	0.00
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical		
System Insulation)	.\$ 19.77	7.13
IRONWORKER, REINFORCING	.\$ 12.27	0.00
IRONWORKER, STRUCTURAL	.\$ 22.16	5.26
LABORER: Common or General	.\$ 9.68	0.00
LABORER: Mason Tender - Brick	.\$ 11.36	0.00
LABORER: Mason Tender -		
Cement/Concrete	.\$ 10.58	0.00
LABORER: Pipelayer	.\$ 12.49	2.13
LABORER: Roof Tearoff	.\$ 11.28	0.00
OPERATOR:		

Backhoe/Exc	avator/Trackhoe\$	14.25	0.00
OPERATOR:	Bobcat/Skid		
Steer/Skid	Loader\$	13.93	0.00
OPERATOR:	Bulldozer\$	18.29	1.31
OPERATOR:	Drill\$	16.22	0.34
OPERATOR:	Forklift\$	14.83	0.00
OPERATOR:	Grader/Blade\$	13.37	0.00
OPERATOR:	Loader\$	13.55	0.94
OPERATOR:	Mechanic\$	17.52	3.33
OPERATOR:	Paver (Asphalt,		
Aggregate,	and Concrete)\$	16.03	0.00
OPERATOR:	Roller\$	12.70	0.00
PAINTER (Br	ush, Roller, and		
Spray)	\$	14.45	0.00
PIPEFITTER.	\$	25.80	8.55
PLUMBER	\$	25.64	8.16
ROOFER	\$	13.75	0.00
SHEET METAL	WORKER (HVAC Duct		
Installatio	n Only)\$	22.73	7.52
SHEET METAL	WORKER, Excludes		

HVAC Duct Installation\$ 21.13	6.53
TILE FINISHER\$ 11.22	0.00
TILE SETTER\$ 14.74	0.00
TRUCK DRIVER: Dump Truck\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck\$ 12.50	0.00
11 uch 12.30	0.00
TRUCK DRIVER: Water Truck\$ 12.00	4.11

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.

END OF GENERAL DECISION"