

\$25.00

CITY OF SAN ANGELO REQUEST FOR COMPETITIVE SEALED PROPOSALS

RFCSP No: PD-02-14

**Police Department
Boat House**

SUBMITTAL DEADLINE

February 5, 2015, 2:00 PM Local Time

**Contract Documents
Specifications**



**City of San Angelo
72 West College Avenue
San Angelo, Texas 76903**

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REQUEST FOR PROPOSAL

Scope of Work

This Request for Competitive Sealed Proposals (RFCSP) is for the construction of a boat house/dock at 2022 Cat Tail Lane on Lake Nasworthy, San Angelo, Texas in accordance with the drawings and specifications.

SCOPE

- All work shall be performed in strict accordance to the contract documents and shall include but not specifically be limited to the following:
 - Plans and specifications drafted by Gary Donaldson Architecture, Inc., dated April 30, 2014, instructions to bidders, and any contract documents or attachments.
 1. Construct an enclosed boat dock and boatlift with space for two water craft and additional equipment storage space in accordance with plans and specifications.
 2. Comply with all applicable Federal, state and local laws, ordinances, rules and regulations.
 3. Furnish all supplies and materials as particularly describe in the design plan
 4. Coordinate with all public and/or private parties, utility providers or commissions as required to complete the project
 5. Obtain all required permits and inspections related to the project.
 6. Regularly and finally remove all construction debris to maintain a safe and aesthetically please construction site
 7. Correct any deficiencies or item identified during the final walk-through inspection before payment is authorized.

Estimated Cost/Completion Time

- The estimated cost for this project is \$50,000-\$75,000. Completion Time: 45 days

Submittals

- Coordinate and review all submittals for legibility, accuracy, completeness, and compliance with contract requirements before submission to the City's Purchasing Division.

Delivery

- Contractor is required to obtain all permits.
- Contractor shall submit names of personnel who will be accessing the work site.

Document, Plans and Specifications Availability

Contract documents, including plans and specifications are available and may be examined without charge in the Purchasing Department, Suite 330, City Hall, San Angelo, Texas, downloaded at <http://sanangelotexas.us> at no cost or purchased in the Purchasing Department for \$25.00.

No Bid Reply

If for any reason, you are not submitting a bid/proposal, please complete the No Bid Reply form and return it to us either by mail or by email to sapurch@cosatx.us in order to remain in our database for these types of products or services.

Digital Format

If Respondents obtained the Proposal specifications in digital format in order to prepare a proposal, **the**

Proposal must be submitted in hard copy according to the instructions contained in this publication. If, in its Proposal response, Respondents makes any changes whatsoever to the published Proposal specifications, the Proposal specification **as published** shall control. Furthermore, if an alteration of any kind to the Proposal specification is discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are included within the draft project agreement form included within this Proposal package. Please read the bold note at the top of the first page of the draft project agreement form and review the insurance and indemnification requirements listed in Section 5 of that form with your insurance agent **prior** to submitting your Proposal.

Pre-Proposal Conference

A Pre-Proposal conference will be held on, **January 21, 2015, at 1:30 P.M.**, the basement conference room B109 located in the 72 West College Avenue, San Angelo, Texas. Representatives of the City will discuss the project and answer questions regarding Proposal procedures.

Delivery of Proposal

Sealed proposals must be addressed to the Purchasing Department, City of San Angelo, 72 West College Avenue, San Angelo, Texas 76903, or for Delivery Services - Purchasing Department-RFCSP, Suite 330,, City of San Angelo, 72 West College Avenue, San Angelo, Texas 76903, will be received until **February 5, 2015, 2:00 P.M., Local Time**

Mark Delivery Envelope: "RFCSP NO. PD-02-14/Boat House"

It is the sole responsibility of the firm to ensure that the sealed submittal arrives at the above location by specified deadline regardless of method chosen by the company for delivery.

Faxed or electronically transmitted submittals will not be accepted

Proposal Withdrawal

No Proposal may be withdrawn within a period of 90 days after the date fixed for opening.

Rejection of Proposals

The City of San Angelo reserves the right to reject all proposals, to waive informalities or irregularities, and to reject non-conforming, non-responsive, or conditional proposals.

Qualification Statement

Prospective Respondents should be advised that a qualification statement might be required by the Owner upon request.

Confidentiality

All Proposals submitted shall remain confidential. After award and contract execution, proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

Equal Opportunity Employers

All contractors and subcontractors must be Equal Opportunity Employers. Disadvantaged and Minority Respondents are encouraged to participate.

Points of Contact

Roger Banks, Division Manager
Purchasing Department
City of San Angelo
72 West College Avenue
San Angelo Texas, 76903
Telephone: (325) 657-4219 or 4220
Email: sapurch@cosatx.us

David Knapp, Construction Manager
City of San Angelo
72 West College Avenue
San Angelo, Texas 76903



1. INSTRUCTIONS

1.1. Proposals

1.1.1. Submission of Proposal

Each Proposal and accompanying data shall be enclosed in a sealed opaque envelope or wrapping, addressed to the City of San Angelo, Texas, marked PROPOSAL ENCLOSED and identified on the outside with the Respondent's name and with the Proposal number and/or title as stated in this RFCSP. The Owner will not be responsible for the premature opening of any proposal which is not submitted in a satisfactory PROPOSAL ENVELOPE or which is not properly addressed and identified.

If the Proposal is sent by carrier (Fed Ex, UPS, etc), the sealed envelope shall be enclosed in the carrier's packaging with the notation "PROPOSAL ENCLOSED" on the face thereof.

Proposals shall be delivered to the designated location prior to the time and date for receipt of Proposals indicated in this RFCSP, or the modified time and date indicated by Addendum. Proposals received after the time and date for receipt of Proposals will not be evaluated.

Respondent shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. No Respondent may submit more than one offer. Multiple Proposals under different names will not be accepted from one firm or association.

The Purchasing Department clock will be the official time for receiving Proposals.

1.1.2. Modifications – Corrections, Deletions or Additions

No phone, fax, or email changes to Proposals will be accepted. Prices cannot be changed after Proposals are opened. Corrections, deletions, or additions shall be submitted in writing and delivered in a sealed envelope prior to Proposal opening.

The Owner reserves the right to consider any Proposal "non-responsive" if the Base Proposal pricing is determined to be unreasonable or irresponsible in relation to the other submitted Proposals and/or the Owner's cost estimate.

1.1.3. Proposal Form

Proposals by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation shall be shown below the corporate name. Proposals by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Proposals by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

The names of all persons signing must also be legibly printed below the signature. A Proposal by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principle may be held to be the Proposal of the individual signing. When requested by Owner, evidence of the authority of the person signing shall be furnished.

Proposal forms must be completed in ink. All blank spaces in the Proposal Form shall be filled. A Proposal price shall be indicated for each item and alternative listed therein, or the words "No Proposal", "No Charge", or other appropriate phrase shall be entered. Proposals received without all such items completed may be considered non-responsive.

The Respondent is not required to acknowledge receipt of Addenda but shall include all addenda in Respondent's response. No alterations in Proposals or alterations made to the printed forms, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Respondent. Failure to consider all Addenda's prior to submitting a proposal shall be at the risk of the Offeror.

1.1.4. Withdrawal of Proposals

Proposals may be modified or withdrawn by contacting the Purchasing Department and requesting withdrawal any time prior to opening of Proposals. Notice must be in writing. Notices by email, fax, or phone will not be accepted.

1.1.5. Rejection of Proposals

The Owner reserves the right to reject any and all Proposals, and does not bind himself to accept the lowest Proposal or any proposal for this work or any part thereof and shall have the right to ask for new Proposals for the whole or parts, should he desire to do so.

Proposals will be rejected if:

- The Proposal is not received by the Proposal Opening Deadline.
- The Proposal is not executed by a person authorized to enter into a contract for the company.
- The Respondent is debarred or suspended from working on federal or other government projects.
- The Proposal Guarantee (Bid Bond) is not submitted or is not in the name of company submitting a Proposal.

The City reserves the right to waive any or all informalities, and to reject nonconforming, non-responsive, or conditional Proposals.

1.1.6. Award and Execution of Documents

It is not the policy of the City to purchase based on low bids alone. The award of the Proposal, if it is awarded, will be to the Respondent whose combination of qualifications, experience, reputation and price provides the best value as determined by the City.

In evaluating Proposals, the Owner shall consider the following criteria for determining the "best value":

- The overall purchase price,
- Respondent's reputation for their goods and/or services,
- Respondents past relationship with the municipality, and
- Respondents past experience on City projects or projects in the immediate area.

Contracts will not be awarded to companies who:

- Cannot comply with Performance Bond and Payment Bond Requirements
- Cannot comply with the Insurance Requirements
- Are indebted to the City

1.1.7. Evaluation Criteria (100 Points)

All proposals will be evaluated and scored by an evaluation committee that will score each proposal based upon the following criteria and weighting as detailed below.

- **Cost (45 Points)**
Respondent shall provide detailed cost information as outlined in the Request. In analyzing Proposals, the City may take into consideration alternates and unit prices.
- **Similar Work Experience (30 Points)**
Respondent shall provide a list of References for similar projects including a description of the project, and any relevant information regarding the similarities of similar projects. (All references shall be for work completed in the last five (5) years)
- **Past Relationship with the City of San Angelo (10 Points)**
Respondent shall provide a list of References for similar projects completed for the City of San Angelo, including a description of the project, and any relevant information regarding the similarities of past project not otherwise readily apparent. (All references shall be for work completed in the last five (5) years)
- **Experience with Projects in the City Of San Angelo Area (within 150 mile Radius) (10 points)**
Respondent shall provide a list of References for similar projects completed in the general area of City of San Angelo, including a description of the project, owner contact information, and any relevant information regarding the similarities of past project not otherwise readily apparent. (All

references shall be for work completed in the last five (5) years)

- **Personnel (05 Points)**

Respondent shall provide a list of Key Personnel that will be working on the project. This includes the Project Manager, Superintendent, Scheduler and Quality Control Person. Please include a list of sub-contractors for the primary trades that are likely to be on the job. You may list multiple sub-contractors, no more than (2), per trade if needed.

1.1.8. Restrictions On Communication

Respondents should not communicate with: 1) elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Conversations with the current contract holder concerning operations;
2. Private (non-business) contacts with the City by the Proposer's employees acting in their personal capacity;
3. Casual social contacts that do not include mention of this RFP;
4. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **January 26, 2015, 1:00 p.m., Local Time**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Roger Banks, Purchasing Division Manager
Email: sapurch@cosatx.us

Please ensure the RFP Number and Title is in the Subject Line.

Suppliers must submit their questions using the following format.

- Supplier's name, requester, and appropriate contact information
 - Clearly state the question
 - Include specific reference to the applicable Request for Proposal section(s)
5. Questions, if answered, will be posted in the form of an Addendum to the City's website at www.cosatx.us. Respondent is responsible for calling the City to determine if any addendums have been issued prior to their submittal. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Addenda will be binding.

It is the Proposer's responsibility to ensure all addendums have been considered prior to submitting an offer. All addendums will be
 6. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
 7. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date.
 8. The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process.
 9. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by

City. Such negotiations initiated by City staff persons, shall not be considered a violation by Respondent of this section.

1.1.9. Selection Process

1. The city will evaluate and rank the proposals in relation to the published selection criteria within 45 days after the opening.
2. The City reserves the right to revise the Request and to request "Best and Final Offers" from the top candidates following the initial evaluation.
3. Should interviews be conducted, the "most" qualified respondents will be requested to attend an interview to confirm their Proposal and answer additional questions. The Owner will then rank the respondents in order to identify a "best value".
4. The city then will select the proposal that offers the best value based on the published selection criteria and its ranking evaluation.
5. Following the selection and Council authorization, the contract negotiation process begins and the City will negotiate first with the highest ranked offer. At this stage, the City may discuss modifications to the proposed scope, time and price. Modifications are not required, and if they are discussed but not agreed to by the City and the offeror, a final contract may still be negotiated and agreed upon based on the original response to the RFCSP. If the two parties are unable to reach a final agreement, the City will inform that offeror in writing that negotiations are ended.
6. The City may then negotiate with the next ranked offeror. This continues in the order of the selection ranking until a contract is reached or all proposals are rejected.

1.1.10. Proposal/Bid Security

Each proposal must be accompanied by a Security Bond, Certified or Cashier's Check (on a solvent bank in the State of Texas), drawn to the order of the Owner in the sum of not less than five percent (5%) of the total amount of the proposal. The security bond must be executed by a surety meeting the requirements set forth in the General Conditions and in the name of the prime contractor. The bond shall be made payable without condition to the City of San Angelo, Texas.

1.1.11. Security Forfeiture

Failure of the selected Respondent to deliver the required Contract Documents, including the required Bonds and insurance, within thirty (30) days of the Notice of Award to the selected Respondent shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited, not as a penalty, but as liquidation of damages to the Owner.

1.1.12. Return of Security

The security of the successful Respondent will be retained until he has executed the contract agreement and furnished the required Contract Security and insurance, whereupon checks furnished as bid security will be returned. The security of any Respondent whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the day after the required documents are delivered by the selected Respondent to Owner but not to exceed 90 days after the Bid opening. Checks furnished as bid security by other Respondents will be returned within 60 days of the Proposal opening.

1.1.13. Taxes and Permits

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against Owner or the selected Respondent in connection with the Work shall be paid by the Respondent. The Proposal prices shall include all such taxes and the costs of all required permits. The City is exempt from State Sales Tax.

1.1.14. Examination of Contract Documents

Each Respondent shall thoroughly examine and be familiar with this document, specifications, etc. The submission of a Proposal shall constitute an acknowledgment that the Respondent has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Respondent to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to his Proposal or to the contract. No claim for extra or additional compensation will be allowed based upon a lack of knowledge of any contract document, and the Owner will in no case be responsible for any loss or for

unanticipated costs that may be suffered by the selected Respondent as a result of conditions pertaining to the work.

1.2. Familiarization with the Type of Work

Before submitting a Proposal, each prospective Respondent shall familiarize himself with the Work, local labor conditions and all laws, regulations, and other factors affecting performance of the Work. He shall carefully correlate his observations with requirements of this Request and otherwise satisfy himself of the expense and difficulties attending performance of the Work. The submission of a Proposal will constitute a representation of compliance by the Respondent. There will be no subsequent financial adjustment for lack of such familiarization.

1.3. Site Investigation

The information contained in this document about topography, subsurface soils, subsurface structures, and any quantities based thereon, is furnished solely for the convenience of the Respondent as information available at the time. The accuracy of this information is not guaranteed and the Respondent is fully and solely responsible to verify pertinent information prior to Proposal time. Use of the information provided in no way relieves the Respondent or others of any responsibility for loss due to inaccuracies or deviations which may be encountered.

1.4. Soils Testing Specifications

The Respondent will be allowed to conduct soils investigations within the alignment of the proposed Project as they can be coordinated with the Owner and appropriate landowners during the Proposal preparation phase. All such investigations must be coordinated through the Owner.

1.5. Subcontractors and Suppliers

All Proposals must include a list of proposed Subcontractors and suppliers on the form included in the Proposal submission form section. **Respondents are strongly encouraged to explore utilizing area subcontractors and suppliers.**

When requested by the Owner, within 24 hours of Proposal opening, the apparent low Respondent, and any other Respondent so requested, shall submit a list of all Subcontractors he expects to use in the work.

1.5.1. Subcontractor Qualification

Particular consideration will be given to the qualifications of each Subcontractor proposed to perform more than 5 percent (5%) of the Work.

The successful Respondent will submit to the Owner for acceptance a list of the names of subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) identifying that portion of the Work to be performed by each subcontractor within fourteen (14) days of the issuance of Notice of Award.

The Owner will notify the successful Respondent in writing if there is objection to any Subcontractor, person, or organization on such list.

If the apparent low Respondent declines to make any such substitution, the contract shall not be awarded to such Respondent, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Additional requirements for subcontractors are contained within the General Conditions, of this document.

The failure of the Owner to make any such objection prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person, or organization. Such acceptance a Subcontractor, person or organization shall not: (1) constitute a waiver of any right of the Owner to reject defective Work, Material, or Equipment, or Work, Material, or Equipment not in conformance with the requirements of the Contract Documents; or (2) constitute a waiver of Contractor's complete and total liability for any defective Work, Material, or Equipment, or Work Material or Equipment not in conformance with the requirements of the Contract Documents whether or not provided by or performed by any such Subcontractor.

If the Owner registers objection to and refuses to accept a Subcontractor, person, or organization list the successful Respondent may either (1) submit an acceptable substitute without an increase in his Proposal price or (2) withdraw his Proposal. If the Owner raises objection to a Subcontractor, person, or organization after the execution and delivery of the Agreement, the Contractor will submit an acceptable substitute and the Contract Price shall be increased or decreased by the reasonable difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. In the event that prior objection is raised as

described above, but the Contractor fails to submit an acceptable substitute prior to execution and delivery of the Agreement, no increase in Contract Price shall be allowed.

1.5.2. Suppliers

The list of Subcontractors shall also include the suppliers and manufacturers of the principal items of materials and equipment the Respondent expects to use in the Work.

1.6. Copies of Contract Documents

The selected Respondent to whom a contract is awarded will be furnished, without cost to him, five (5) copies of the specifications and five (5) sets of the drawings, together with all Addenda thereto. Additional copies of specifications and drawings may be obtained from the Owner for a fee.

1.7. Performance and Payment Bond

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Respondent shall furnish bond(s) each in a penal sum of at least the full amount of the contract as awarded in the form included in the specifications, which secures the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the selected Respondent may become legally indebted for labor, materials, tools, equipment, or service, of any nature, employed or used by him in performing the work. Such bond(s) shall bear the same date as or a date subsequent to, the date of the contract and be in the name of the prime contractor.

On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

The failure of the successful Respondent to supply the required bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant based upon reasons determined adequate by the Owner, shall constitute a default, and the Owner may either award the contract to the next responsible bidder or re-advertise for bids or proposals, and may charge against the bidder the difference between the amount of the award and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount due exceeds the amount of the Security Guarantee.

Performance and Payment Bonds shall be delivered to the City's Project Manager.

1.8. Waiver of Performance and Payment Bonds

Performance and Payment Bonds may be waived under the following circumstances:

The Owner may elect, at their option, to waive Payment Bonds if the contract sum is less than fifty-thousand (\$50,000.00) Dollars.

The Owner may elect, at their option, to waive Performance Bonds if the contract sum is one-hundred thousand (\$100,000.00) Dollars or less.

1.9. Quantities are Approximate

The quantities named in the Proposal are approximate only, but these are to be used as a basis for the comparison of proposals and to determine the amount of the bonds. However, if a unit price appears to the Owner to be unbalanced to such an extent that changes in actual quantities required under the contract might result in contract price adjustments which would increase payments to the selected Respondent excessively, then the Owner may take such a condition under consideration in awarding the contract.

1.10. Employment Requirements and Wage Rates

1.10.1. General

The selected Respondent shall comply with all requirements of the prevailing wage law of the State of Texas, Texas Government Code, Chapter 2258, including the latest amendments thereto.

The selected Respondent and his Subcontractors shall pay wage rates not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work as listed in the current Davis-Bacon Wage rates.

The prevailing wage law does not prohibit payment of more than the general prevailing rate of wages.

1.10.2. Records

The selected Respondent and each Subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed, together with the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Owner. Certified Payrolls shall be submitted to the City's Project Manager or their representative weekly.

1.10.3. Penalty

If the selected Respondent or any Subcontractor fails to comply with the prevailing wage law, he shall forfeit to Owner sixty dollars (\$60.00) per day for each laborer, workman, or mechanic who is paid less than the specified rate, pursuant to §2258.023 of the Texas Government Code.

1.10.4. Hours of Labor

The selected Respondent shall comply with all requirements of the hours of work on public works defined by Texas Government Code §650.001, including the latest amendments thereto, as an eight (8) hour work day. Violation of this provision is punishable by fine and imprisonment pursuant to §650.003 of the Texas Government Code.

1.10.5. Veterans Preference

Pursuant to Texas Government Code, §657.004, the selected Respondent shall give preference in employment to honorably discharged veterans who were engaged in the services of the United States in time of war or conflict and who are and have been citizens of Texas for not less than five (5) years.

1.10.6. Prevailing Wage and Hour Decision

Chapter 2258 of the Texas Government Code requires contractors and subcontractors performing work on public works contracts to pay wages at a rate consistent with the rate prevailing in the area. Under federal law, the United State Department of Labor is required to maintain a prevailing Wage and Hour decision for each geographical area. Compliance with the published decision meets the requirements of the Texas Government Code.

Additionally, all contractors and subcontractors must pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area.

If the Wage Decision lists fringe benefits, you must either provide the benefits or pay the hourly equivalent in cash in addition to the predetermined wage.

Labor classifications not appearing on the Wage Decision will be deferred to the U.S. Department of Labor (DOL) for approval and should be submitted to the Project Manger prior to the commencement of any work.

The selected Respondent will be responsible for compliance with the applicable portion of Davis-Bacon and Related Acts and any such decision applicable at the timework is performed.

Prevailing Wage and Hour Decision

General Decision Number: TX150336 01/02/2015 TX336

Superseded General Decision Number: TX20140336

State: Texas

Construction Type: Building

Counties: Irion and Tom Green Counties in Texas.

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. 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	01/02/2015

BOIL0074-003 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 23.14	21.55

ENGI0178-005 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 27.50	10.60

IRON0084-011 06/15/2014

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 22.02	6.35

PLUM0404-025 07/01/2013

	Rates	Fringes
PLUMBER.....	\$ 22.80	7.16

SUTX2014-062 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Excludes Drywall Hanging, and Metal Stud Installation.....	\$ 13.82	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.76	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 16.72	0.00
ELECTRICIAN.....	\$ 23.18	6.31
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.....	\$ 9.74	0.00
LABORER: Mason Tender - Brick...	\$ 11.38	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/Excavator/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
PAINTER (Brush, Roller, and Spray).....	\$ 15.00	0.73
PIPEFITTER.....	\$ 25.80	8.55
ROOFER.....	\$ 13.17	0.26
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 15.00	0.00
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
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

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

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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

2. ATTACHMENTS

- Terms and Conditions
- Draft Performance Agreement
- Proposal Forms
- Project Specifications
- Project Drawings

