

SECTION GP

CONTRACT GENERAL PROVISIONS

The City of Mesquite has adopted the *North Central Texas Council of Governments Public Works Construction Standards, Fourth Edition (October 2004), Division 100 General Provisions* with modifications by addendum. A complete copy of these standards are available for public viewing in the City of Mesquite Purchasing Division. The modifications to these standards are to the Division 100 General Provisions and are contained in the City of Mesquite Addendum which follows:

CITY OF MESQUITE

ADDENDUM

TO

NORTH CENTRAL TEXAS

STANDARD SPECIFICATIONS

FOR

PUBLIC WORKS CONSTRUCTION

This addendum to the ***North Central Texas Standard Specifications for Public Works Construction, Division 100 General Provisions, Fourth Edition, dated October 2004*** sets forth exceptions or requirements of the City of Mesquite and thereby takes precedence over any conditions or requirements of the ***North Central Texas Standard Specifications for Public Works Construction, Division 100 General Provisions*** with which it is in conflict.

The comments are itemized by the ***North Central Texas Standard Specifications for Public Works Construction, Division 100 General Provisions*** section reference number followed by specific comments.

101.1 DEFINITIONS

Add the following definitions:

Advertisement: All of the legal publications pertaining to the work contemplated or under contract.

Apparent Low Bidder: The bidder determined to have the numerically lowest bid as a result of the tabulation of bids by the Owner.

Award: The City Council's acceptance of the Contractor's bid for a proposed contract that authorizes the Owner to enter into a contract.

Bid Bond: The approved form of proposal guarantee furnished by the Contractor and his surety as security for compliance with all conditions of such proposal guarantee as set forth in the General Provisions.

Bidder: Any person, persons, partnership, company, firm, association or corporation or combination thereof, acting directly or through a duly authorized representative submitting a proposal for the work contemplated.

Calendar Day: A calendar day is defined as any day of the week or year, no days being excepted.

City: The City of Mesquite, Texas, a municipal corporation, acting by and through (a) its governing body, (b) its Mayor or (c) its City Manager, each of whom is required by Charter to perform specific duties. Responsibility for final enforcement of contracts involving the City of Mesquite is by Charter vested in the City Manager.

Claim: Compensation for any alleged damage by reason of the acts or omissions of the Owner.

Consulting Engineer: The person, firm or entity hired as an independent consultant by the Owner to design the Project and represent the Owner in the administration of the Contract in whatever capacity the Owner designates; the Owner may, at sole option, designate the Consulting Engineer to be the Engineer for purposes of administration of the Contract. The Consulting Engineer shall be understood to be the Consulting Engineer of the Owner, and nothing contained in the Contract Documents shall be construed to make the Consulting Engineer an employee of the Owner, nor shall they be construed to create any contractual or agency relationship between the Consulting Engineer and the Contractor. The term includes the officers, employees, associates, agents or sub-consultants of the Consulting Engineer, if any.

Contractor's Qualification Information: qualification forms completed by a Bidder reflecting a Bidder's financial data and experience.

Effective Start Date: The date indicated in the Notice to Proceed as the date of commencement of Work which is the date from which the start of Contract Time is measured.

Field Order: A written order issued by the Owner's Representative which orders minor changes or clarifications in the Work which do not involve a change in the Contract Time or Contract Price.

General Conditions: The special clauses of the contract setting forth conditions or requirements supplementing the standard or general specifications and taking precedence over any conditions or requirements.

General Design Standards: The General Design Standards developed, adopted and published by the City of Mesquite - Engineering Division.

Owner: The City of Mesquite, Texas.

Owner's Inspector: The Public Works Construction Inspector of the City of Mesquite or the person designated by the Owner's Representative to inspect the work for the City, more than one inspector may be assigned to a project.

Owner's Representative: The City Engineer of the City of Mesquite or the person designated by the City Engineer to represent the City, or such other person as authorized by the City in the contract documents.

Product: The term "product" includes materials, systems, and equipment.

Proposal: The written statement or statements duly filed with the Purchasing Agent, whether in the form of a sealed bid, proposal, quotation or other form, of the person, persons, partnership, company, firm, association or corporation proposing to do the work contemplated.

Proposal Guarantee: The security designated in the advertisement and proposal, to be furnished by each bidder as a guarantee of good faith to enter into a contract with the Owner and comply with all conditions provided for such Proposal Guarantee in the General Provisions (reference Section 102.5).

Provide: The term "provide" means to furnish and install.

Request for Information (RFI): A written request from the Contractor to the Owner's Representative for plan or specification interpretation or clarification.

Shop Drawings or Submittals: All drawings, diagrams, illustrations schedules, and other data which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, manufacturer's data, diagrams, and other information submitted by the Contractor to the Owner's Representative for approval (reference Section 105.3).

Standard Details: Standard details developed, adopted and published by the City of Mesquite Engineering Division or the standard details developed by other agencies or engineers that are included in the project plans or specifications.

Substantially Complete: In the opinion of the Engineer, that the Work has been made suitable for use or occupancy or is serving its full intended purpose, but may require minor miscellaneous work or adjustment as evidenced by issuance of a Certification of Substantial Completion by the Owner's Representative.

Working Hours: Work shall be done only during the regular and commonly accepted and described working hours between 7:00 a.m. and 6:00 p.m. No work shall be done nights, Sundays or regular holidays unless written permission is given by the Owner's Representative.

Official City Holidays are:

New Year's Day Holiday
Martin Luther King Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day Holiday

Written Notice: Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

102.1 PROPOSAL FORM

Add: Proposal Forms may be obtained as provided in the advertisement for bids.

Add to the end of the Section the Following Subsections:

102.1.1 Contract Price. The total Contract Price shall cover all Work required by the Contract Documents. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included in the prices bid.

102.1.2 Pay Items. Items not listed in the bid proposal shall be considered subsidiary to the construction and no additional compensation will be given for them.

102.3. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF THE WORK

Add to End of Section the Following Subsections:

102.3.1. Addenda. Bidders desiring further information, or interpretation of the plans and specifications, must make request for such information in writing to the Owner's Representative five (5) working days prior to the date of the bid opening. Answers to such requests will be given in writing to all bidders by Addendum and such Addendum shall be made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in the plans, specifications or quantities, or should he be in doubt as to their meaning, he shall at once notify the Owner's Representative in order that a written Addendum may be sent to all bidders. Any Addenda issued prior to twenty-four (24) hours before the opening of bids will be delivered by facsimile or email to all plan holders on record with the City of Mesquite. The proposal as submitted by the Bidder will be so constructed as to include any Addendum issued by the Owner's Representative prior to twenty-four (24) hours before the opening of bids.

The Bidder must acknowledge in the proposal bid forms that all addendums have been received.

102.3.2. Pre-Bid Inspection. Bidder shall inspect the site prior to bidding and prior to move in. Bidder's inspection shall include but not be limited to observation and verification of existing grades, topographic conditions, surface and subsurface soil conditions and surface and subsurface water drainage conditions, observation and verification of any existing utility, appurtenance, or structure as it may relate to the contract. This shall include but not be limited to:

- Water and sewer appurtenances.
- Storm sewer structures and appurtenances.
- Concrete structures and appurtenances.
- Petroleum pipeline systems and appurtenances.
- Natural Gas pipeline systems and appurtenances.
- Telecommunications systems and appurtenances.
- Electrical systems and appurtenances.
- Television cable systems and appurtenances.
- Irrigation systems and appurtenances.

102.3.3. Geotechnical Data. Soil Borings, soil profiles, ground water elevations, and underground utilities shown on the plans have been obtained for use in preparation of the plans. The Owner makes no representation or warranty to the accuracy of this geotechnical data.

102.3.4. Quantity Verification. Bidders shall verify all quantities included in the bid proposal prior to submitting bid. Should any major quantity discrepancy between stated bid quantities and Bidder's

estimate be found, Bidder shall notify the Owner's Representative in writing, prior to submitting bid, and obtain a clarification and/or correction to the stated bid quantity. By submitting a bid, Bidder represents that estimates were performed and no major quantity discrepancies were found.

102.3.5. Subsidiary Cost: It is the intent of the Contract Documents, Technical Specifications, Supplemental Specifications, and plans to describe the construction and subsidiary activities and materials necessary to furnish and install a complete in place project, ready for its intended use, accepted by the Owner's Representative. Those materials and work necessary to furnish and install a complete in place project, conforming to the plans and specifications, that are not specifically identified in the bid proposal, technical specifications, or the supplemental technical specifications as pay items shall be considered as subsidiary to the contract as a whole, and as such shall not be submitted for individual payment by the Contractor. The cost of those subsidiary items shall be reflected in the prices stated in the bid proposal. It shall be the responsibility of the Contractor to review the bid proposal, plans, technical specifications, and supplemental technical specifications and site conditions to determine those materials and work which are not specifically identified but which shall be necessary to furnish and install a complete project in place.

102.4. PREPARATION OF PROPOSAL

Change: in the second sentence "both in words and numerals" to "in numerals"

Add after the first sentence: The bidder shall submit Bid Proposals on Bid Forms in the contract document or from computer generated forms supplied by the Owner. Modifications, revisions and creations of a new computer generated form not furnished by the Owner shall be considered an irregular proposal and may disqualify the bidder. Unit prices shown on the Bid Proposals shall state the prices for which he proposes to do the work contemplated or furnish the material required.

102.5 PROPOSAL GUARANTY

Add to the end of the section: An acceptable Surety per the terms of GP Section 103.3 SURETY BONDS shall execute the bidder's surety bond, together with the bidder, as Principal. In addition, the Bidder and its agents shall have no financial interest in the Surety.

102.7. WITHDRAWING PROPOSALS

Change: In the last sentence, change "90 days" to "120 days".

Add: After the 120-day period, if agreed to in writing between Contractor and Owner, the bid will stay in effect, without change, for a period agreed to between the Contractor and Owner.

102.8 OPENING PROPOSALS

Delete the last sentence of this section.

102.9. CONSIDERATION OF PROPOSAL

Add: When required by the bid documents, within 48-hours of the bid opening, the apparent low bidder must submit to the Owner, the Bidder's Qualification Information on the forms provided in the bid documents providing evidence that the bidder is capable of properly executing the work.

102.10. IRREGULAR PROPOSALS

Add: After the words "irregular if" add ", in the sole opinion of the Owner,".

102.12. DISQUALIFICATION OF BIDDERS

Add:

- (9) The bidder being party to any litigation against the Owner;
- (10) The bidder being in arrears on any existing contract or other financial obligation or debt.
- (11) Lack of experience, competency, ability, capacity of the bidder to perform the contract or provide the service required as revealed by the Bidder's Qualification Information.
- (12) Lack of a current financial report as required in the Bidder's Qualification Information submission requirements.

- (13) The quality, availability and adaptability of the supplies, materials, equipment or contractual services, to the particular use required.
- (14) The number and scope of conditions attached to the bid proposal.
- (15) Whether the bidder can perform the contract or provide the service promptly, or within the time required, without delay or interference.
- (16) The character, responsibility, integrity, reputation, experience and safety record of the bidder.
- (17) The previous and existing compliance by the bidder with laws relating to the contract or service.
- (18) Any previous or existing noncompliance by the bidder to perform the contract or provide the service.
- (19) The ability of the bidder to provide future maintenance, repair parts, and service for the subject contract.
- (20) Rejection of bid when a bid is submitted in which there is a material failure to comply with the specification requirements
- (21) Evidence that contractor, subcontractor have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

103.2. AWARD OF CONTRACT

Change: In the first sentence, change “90 days” to “120 days”.

Add: The right is reserved, as the interest of the Owner may require, to reject any and all bids and waive any informality of bids received.

103.3.1.1. Performance Bond.

Change: In the last sentence, change “period of one year” to “period of **two years**”.

103.3.1.4. Bond Amounts Based on Contract Amounts

Delete entire section.

103.3.3. Sureties.

Delete second to last sentence and Replace with: The surety shall designate an agent in Dallas County, Texas who is acceptable to the Owner to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. Legal venue for enforcement of the bonds shall lie exclusively in Dallas County, Texas.

103.4 INSURANCE

Delete entire subsection 103.4.1. Contractor’s Insurance, including subsections and Replace with:

103.4.1 Contractor’s Insurance. The Contractor and his subcontractor(s) shall not commence work on any contract in the City of Mesquite until he has obtained, for himself and all subcontractors, all the insurance required under this paragraph, and such insurance has been approved by the Owner.

The Contractor and his subcontractor(s) agrees to provide and to maintain the following types and amounts of insurance, which may be satisfied by any combination of primary, excess or umbrella liability insurance, for the term of this Contract:

Amounts and Types of Insurance:

	Type	Amount
1	Workers Compensation/Employer's Liability	Statutory \$100,000 per occurrence
2	Commercial (Public) Liability, including, but not limited to: A. Premises/Operations B. Independent Contractors C. Personal Injury D. Products/Completed Operations E. Contractual Liability (insuring above indemnity provisions) F. Explosion or Cave-in	<u>Bodily Injury:</u> \$500,00 per person, \$1,000,000 per occurrence and <u>Property Damage:</u> \$500,000 per occurrence with general aggregate of \$1,000,000
3	Automobile Policy	Combined Single Limit - \$500,000.00

The required limits may be satisfied by any combination of Primary, Excess or Umbrella liability coverage. The preceding amounts notwithstanding, Owner reserves the right to decrease or increase the minimum required insurance either as provided in the contract documents or after thirty (30) days notice is sent to the Contractor’s address as shown on Contractor’s Proposal. The Contractor may pass through to the Owner all costs for obtaining the increase in the insurance coverage.

The Contractor understands that it is its sole responsibility to provide Certificates of each policy before any work is started and that failure to timely comply with the stated policy endorsements and special conditions hereinafter specified shall be a cause for termination of this Contract. Prior to the effective date of cancellation of any coverage, the Contractor must deliver to the Owner a replacement Certificate or proof of reinstatement. In addition to the Certificates, all Policies shall be subject to examination and approval by the City Attorney's office for their adequacy as to form, content, form of protection and the providing company.

Insurance required by this Contract for the Owner as additional insured shall be primary insurance and not contributing with any other insurance available to the Owner, under any third party liability policy.

Delete entire subsection 103.4.2. Owner’s Protective Liability Insurance and Replace with:

103.4.2 Worker's Compensation Insurance. The Owner shall require worker’s compensation insurance coverage as defined in Section 401.011(44) of the Texas Labor Code from any contractor before entering into a building or construction contract to prove in writing that the Contractor and all subcontractors shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements set forth in Section 406.096 of the Texas Labor Code, for all persons providing services on the project, for the duration of the project.

103.6 NOTICE TO PROCEED AND COMMENCEMENT OF WORK

Add: Prior to the start of work, the Owner may arrange a Pre-Construction Conference with the Contractor and appropriate Owner staff. The Pre-Construction Conference shall be scheduled no later than 10 days after the Contract is fully executed. The Notice to Proceed (NTP) shall state the date upon which the Contract time (the Effective Start date) shall start. The Effective Start date will be within 10 days after the Pre-Construction Conference for the Project is held unless requested otherwise in writing by the Owner's Representative.

Add The Following Section:

103.8. COST BREAKDOWN (SCHEDULE OF VALUES FOR LUMP SUM BIDS OR BID ITEMS)

The Contractor shall prepare and submit for approval to the Owner's Representative at the preconstruction meeting a breakdown of lump sum items, identified by the Owner, for the various parts and classes of work to be performed under the Contract.

105.1.1 Priority of Contract Documents.

Delete entire subsection and Replace with:

The bid documents, contract, bonds, bid form, general provisions, special provisions, technical specifications, general specifications, plans, details, appendixes and all supplementary information and referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

In case of discrepancy or conflict:

- written out or calculated dimensions shall govern over scaled dimensions;
- large-scale details shall govern over general or smaller scale details;
- project specific details shall govern over general or standard details;
- Special Provisions shall govern over General Provisions;
- project specific technical specifications shall govern over standard specifications;
- City of Mesquite General Design Standards shall govern over ***North Central Texas Standard Specifications for Public Works Construction, Fourth Edition, dated October 2004;***
- City of Mesquite General Design Standards shall govern over Texas Department of Transportation (TXDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2004 Edition.

105.1.3. Contract Drawings and Specifications.

Add at the end of the first paragraph: "The only plans authorized for use are stamped:

**RELEASED FOR CONSTRUCTION
CITY OF MESQUITE
ENGINEERING DIVISION
(DATE)
THESE PLANS SHALL
BE ON THE JOB SITE AT ALL TIMES**

105.2.2. Special Warranty.

Change: In the first sentence, change "one year" to "two years".

105.3. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Delete: The last sentence in the last paragraph.

105.4. CONSTRUCTION STAKES

Delete: Entire first paragraph of section.

Add: The Contractor is responsible for furnishing at Contractor's expense all construction staking necessary to establish line and grade.). The Consulting Engineer will provide one-time location of survey control points for the Contractor's surveyor. Prior to construction the Contractor shall field verify elevations and locations of tie-in points for existing utilities. If discrepancies are discovered between

field conditions and plan elevations the Contractor shall notify the owner immediately of the discrepancies. All construction staking is subject to checking and verification by the Owner's Representative. The hiring of a Registered Land Surveyor shall comply with Article 2254.004 of the Texas Governmental Code (Professional Services Procurement Act).

105.6. SUPERVISION BY CONTRACTOR

Add: The Contractor shall at all times have on the site of the work a superintendent or general foreman on site if any work is being done or any materials are being delivered to the project location. The Contractor superintendent and general foreman shall be fluent in speaking, reading and writing English.

105.7.1 Authority of the Engineer

Add: The Owner's Representative has the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.

105.7.2. Owner's Representative's Final Determination

Add: Should the Contractor object to any order by any subordinate Owner's Representative, the Contractor may, within six days make written appeal to the Owner's Representative for his decision.

105.9 INSPECTION

Add: The Owner's Inspector shall not have the power to waive the obligations of this Contract for the furnishing by the Contractor of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of the Owner's Inspector to condemn any defective work or material shall release the Contractor from the obligation to at once remove and properly replace the same at any time prior to Owner's final acceptance upon the discovery of said defective work or material.

105.9.1. Removal of Defective and Unauthorized Work.

Add: If the Owner's Representative prefers to accept Work which is defective and/or not in accordance with the requirements of the Contract Documents, the Owner's Representative may accept Work instead of requiring its removal and correction, prior to recommendation of final payment. Work found to be defective and accepted by the Owner shall be, at the discretion of the Owner's Representative and without recourse by the Contractor, subject to partial or non-payment. Contractor shall bear all direct, indirect, and consequential costs attributable to the Owner's evaluation of any determination to accept such defective work (such costs to be approved by the Owner's Representative as to reasonableness, and to include, but not be limited to, fees and charges of engineers, inspectors, architects, attorneys, laboratories and other professionals). If any such acceptance occurs prior to the Owner's Representative's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the Owner shall be entitled to an appropriate decrease in the Contract Price. If the acceptance occurs after such recommendation, an appropriate amount will be paid by the Contractor to the Owner.

105.9.3. Inspection Overtime

Delete the second sentence in the second paragraph and Replace with the following: "The Inspector's normal working hours are 7:30 a.m. to 11:30 a.m. and 12:30 p.m. to 4:30 p.m., Monday through Friday with the exclusion of Official City Holidays. **The Contractor will reimburse the Owner for all inspection overtime outside the Inspector's normal working hours.** To arrange for inspection outside Inspector's normal working hours a verbal request for overtime inspection must be communicated to the Owner's Inspector two working days in advance. Work on Sundays and Holidays is prohibited except in the case of emergency and authorized, in writing, by the Owner's Representative. Work between the hours of 6:00 P.M. and 7:00 A.M. must be approved by the Owner's Representative. Overtime inspection shall be charged portal to portal. There is a two-hour minimum charge for inspection on weekends or Official City Holidays. The Contractor will be charged a 2-hour minimum overtime charge if the Contractor schedules inspection on weekends or Official City Holidays but then cancels work without notice to the Public Works Construction Inspector before the inspector shows up to the project.

Delete: The last two paragraphs.

Add: Inspection overtime will be reimbursed to the Owner by the Contractor at the rate of time-and-one-half plus workman's compensation, F.I.C.A. and other normal City benefits and pertaining rates. The Contractor will be billed monthly by the City for overtime charges. The City will not give final payment or give final acceptance of a project until inspector overtime charges are paid.

106.4. OFF-SITE STORAGE

Delete entire section and Replace with:

The costs incurred in storage of materials or equipment away from the project site will not be made by the Owner. All costs incurred shall be the full responsibility of the Contractor and included in the Contractor's bid.

106.5 SAMPLES AND TESTS OF MATERIALS

Delete the first paragraph and Replace with:

Where, called for in the specifications or in the opinion of the Owner tests and retests of materials or completed work are necessary, such tests will be made **at the expense of the Contractor** unless otherwise specified.

Add at the end of the last paragraph:

The Contractor shall designate and pay a recognized testing laboratory to perform all testing, if any, for this project. Such designation is subject to the approval of the Owner's Representative. The hiring of the testing laboratory shall comply with Article 2254.004 of the Texas Governmental Code (Professional Services Procurement Act).

The Testing Laboratory must furnish the inspector with one field copy of the test results. A typed paper copy must be mailed to the Owner's Representative identified at the Pre-Construction Conference. The Owner's Representative may approve the submission of final test reports to the Owner by electronic means.

Collection of potable water samples for bacterial sampling will be accomplished by the Contractor. The Contractor must prepare the sample point and assist the City Public Works Construction Inspector in collecting the sample. All work and materials used for the sampling point and taking the samples must conform to the latest version of the American Water Works Association. Delivery of the potable water sample to the testing laboratory and testing of the potable water sample will be at the Owner's expense.

107.2 INDEMNIFICATION

Add the following subsections:

107.2.1 Contractor's Responsibility. Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the improvements are being made. It is expressly understood and agreed that City shall not be liable or responsible for the negligence of the Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

107.2.2 Premise Defects. Further, City assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects, real or alleged, in improvements constructed by Contractor which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by Contractor. Contractor understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

107.2.3 Notice of Claim. It is further agreed with respect to the above indemnity that City and Contractor will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, consequently or otherwise, affects or might affect the Contractor or City, and City shall have the right to compromise and defend the same to the extent of its own interests.

107.3 OWNER'S OFFICERS EMPLOYEES OR AGENTS

Add the following subsection:

107.3.3 Specific Conflict of Interest Provisions

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations relating to conflicts of interest, including all amendments and revisions thereto, which in any manner affect Contractor or the services and/or items to be provided. In particular, Contractor is put on notice that Owner will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as the "Act") requiring any person who contracts or seeks to contract with the Owner to disclose potential conflicts of interest as defined in the Act in accordance with the provisions of the Act. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Contractor of all benefits of the Contract; ii) the retainage by Owner of all services performed by Contractor and iii) the recovery by Owner of all consideration, or the value of all consideration, paid to Contractor pursuant to any awarded contract.

107.12 LABOR AND MATERIALS

Add the following subsection:

107.12.1. LABOR CLASSIFICATION AND MINIMUM WAGE SCALE

In compliance with State Law, the Contractor is required to pay all workers, including employees of subcontractors, for the construction of any public work project not less than the general prevailing rate of per diem wages in the locality for work of a similar character as determined by the City. The City has adopted the prevailing wage rates as determined by the U.S. Department of Labor in accordance with the Federal Davis Bacon Act for this Contract as provided by law.

Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any Federal or State Wage Law that may be applicable to the project. The Contractor shall abide by Federal and State Wage and Hour Laws and must not pay less than the wages legally prescribed as set forth herein. In order to verify compliance with Federal or State wage laws and regulations, the Contractor may be required to submit a weekly certified payroll of all workers on the project listing name, social security number, labor classification, wage rates, hours worked and compensation paid.

Under the provisions of the Texas Government Code, Title 10, Subchapter F, Section 2258.023, the Contractor shall forfeit as a penalty to the City on whose behalf the Contract is made or awarded, Sixty Dollars (\$60.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any sub-contractor under him.

Such wage determinations must be for projects in Dallas County, Texas dated no more than 3 years prior to the date this Contract was advertised for bid

In addition, the Contractor is required to obtain skilled and unskilled labor used on the work, when qualified, fit and available, first from residents within the City of Mesquite, Texas, and second from residents of Dallas County, if practical and available. However, the Contractor may bring his superintendent, foreman, sub-foreman, machine operators and sufficient key men to round his organization.

The wage rates in Appendix A have been determined by the City to be the prevailing rates applicable to the work to be done under this Contract as taken from a previous General Wage Decision issued by the U.S. Department of Labor within three (3) years of the date hereof.

107.13 EQUAL EMPLOYMENT OPPORTUNITY

107.13.5 Reports

Add at the end of the first sentence: "if required by the Owner".

Add the following subsections:

107.13.6. Protection of Resident Workers: The Owner actively supports the immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

107.13.7. Handicapped Discrimination Regulations:

The handicapped discrimination regulations mandate equal opportunity and require that outside organizations such as labor unions and contractors who provide services to the local governments must not discriminate against qualified handicapped persons in employment decisions.

107.13.8. Non-Compliance with Equal Employment Opportunity Provisions

In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

107.14 STATE AND LOCAL SALES AND USE TAXES

Add: If the Contractor performs under a separated contract as defined by Rule 3.291 by obtaining the necessary permit or permits from the State Comptroller's office allowing the purchase of materials for incorporation in this project without having to pay the Limited Sales and Use Tax at the time of purchase, the Contractor shall identify separately from all other charges the total agreed contract price for materials incorporated into the project. Total materials shall include only materials physically incorporated into the project.

If the Contractor operates under a "separated contract," the Purchasing Division will furnish the Contractor with an exemption certificate for the applicable materials. In order to comply with the requirements of Rule 3.291, as mentioned above, Bidder shall obtain a sales tax permit. It shall be necessary that the Bidder issue resale certificates to suppliers.

Sales tax application for a sales tax permit and information regarding resale certificates may be obtained by writing to:

Comptroller of Public Accounts
Capitol Station
Austin, Texas 78774

The Contractor may also receive information or request sales tax permit applications by calling the State Comptroller's local Mesquite office at **(214) 289-3400**.

Subcontractors are eligible for sales tax exemption if the subcontract is made in such a manner that the charge for materials is separated from all other charges. The procedure described above will effect a satisfactory separation. When subcontracts are handled in this manner, the Contractor shall issue a resale certificate to the subcontractor, in turn, must issue a resale certificate to his supplier.

107.16 COMPLIANCE WITH LAWS

Add: The Contractor shall indemnify and save harmless the Owner against any claims arising from the violation of any such law, ordinances and regulations.

107.16.1 Storm Water Permit.

Delete entire paragraph and Replace with:

If the project disturbs more than one-acre of land the Contractor shall obtain a Storm Water Discharge permit required for construction of this project under regulations contained in the Texas Commission on Environmental Quality (TCEQ) Texas Pollution Discharge Elimination System (TPDES) General Permit TXR150000. The Contractor shall implement a storm water pollution prevention plan (SWP3); post the appropriate Construction Site Notice (CSN), and if the disturbed land area is 5-acres or more complete and submit a Notice of Intent (NOI) to the TCEQ, including the \$350 by mail or \$250 by electronic payment, NOI fee. For permitting information and requirements, contact the Texas Commission on Environmental Quality (TCEQ) and the City of Mesquite.

If a permit is required, the Contractor shall provide measures to control soil erosion, sediment, and water pollution created by construction operations for the duration of the Contract per the approved construction documents and as directed by the Owner's Representative.

107.18 PUBLIC CONVENIENCE AND SAFETY

Add the following subsections:

107.18.1. Temporary Water and Sanitary Sewer Service. When existing water or sanitary sewer mains or services have to be taken up or removed, the Contractor shall, at his own cost and expense, provide and maintain temporary outlets and connections for all private or public water, sanitary sewer and drain connections. The Contractor shall also take care of all sewage and drainage which will be received from these sanitary sewers and drains; and for this purpose he shall provide and maintain, at his own expense, adequate pumping facilities and temporary outlets or diversions. The Contractor, at his own expense, shall construct such piping, troughs, or other structures necessary, and be prepared at all times to dispose of sanitary sewer and drainage received from these temporary connections until such time as the permanent connections are built and in service. The existing water, sanitary sewer and drain connections shall be kept in service and maintained under the Contract, except where specified or ordered to be abandoned by the Owner's Representative. All water, sewage or drainage shall be disposed of in a satisfactory manner so that no nuisance is created, and so that the work under construction will be adequately protected.

107.18.2. Explosives. Explosives shall not be used in the prosecution of this project.

107.19.2. Protection of Persons and Property

Add: At the end of the first sentence in the last paragraph "and City of Mesquite Work Zone Traffic Control Guidelines Manual".

Add: At the end of the section "In order to document site conditions and assist in resolving claims for construction damage the Contractor shall take digital pictures and/or digital video recordings of the site before construction. In addition the Contractor shall during the course of construction periodically record site conditions using digital pictures and/or digital video recordings. The Contractor shall make these recordings at least monthly or more frequently if the Owner's Inspector so orders. Copies of all digital photographs and/or video recordings shall be burned to DVD or other digital media acceptable to the Owner and provided to the Owner's Inspector."

Add to end of section the following subsection:

107.19.2.1. Access to Property. The Contractor shall schedule the work such that inconvenience to the public and adjoining property owner's shall be at a minimum. Access to all businesses shall be provided at all times during business hours.

The Contractor will schedule work through residential areas in a manner that would expedite construction operations and will restore drive approach access at the end of each working day during execution of the project (except during paving operations of the specific residential drive approach). The Contractors shall maintain temporary drive approaches to the satisfaction of the Owner's Representative. Private drives to residences shall not be closed for more than 10 days at any one time during paving operations.

The Contractor will notify the Owner's Representative Office one (1) week prior to any street or driveway closure.

107.19.3.6. Payment for Trench Safety and Special Shoring.

Delete the first sentence and Replace with: "Payment for trench safety shall be by the lineal feet of trench regardless of depth."

107.23.4. Utility Coordination and Protection

Delete the first sentence and Replace with:

"No franchise utility relocations have taken place in preparation for the project, and the location of existing utilities may not be shown on the plans. It is the Contractor's responsibility to notify utility companies to arrange for exact locations at least 48 hours prior to beginning construction. The Contractor is fully responsible to coordinate necessary utility relocation with the utility companies and will make all efforts to coordinate necessary relocation of utilities with the utility owner. The Owner shall not be held responsible by the contractor for any delays created by a franchise utility company relocating their facilities. The time of construction given for the project includes all necessary utility work involved with franchise utility companies. The Owner will make an effort to assist the Contractor in coordinating relocations before and during the project."

Delete: Table 107.23.4.(a) Utility Coordination

Replace with:

Franchised Utilities (*Electric, Phone, Cable & Gas*)

Texas One Call

Dial 811 or by internet at: <http://tickets.texas811.org/tickets/submit>

City of Mesquite
(*City Owned Water, Sanitary Sewer & Storm Sewer*)

Engineering Records Room for Obtaining Record Drawings for Existing City Utilities
Email: engineering.records@cityofmesquite.com
or 972-329-8536

City of Mesquite
(*Field Locates for City Owned Water and Sanitary Sewer*)

972-216-6278 or 972-216-6973 or 972-216-8797

City of Mesquite
(*Traffic Signal and City owned Optic Fiber*)

Traffic Signal Conduit & Loop Detectors Location:
Fill out - **TRAFFIC SIGNAL & FREEWAY LIGHTING UTILITY LOCATE FORM:**
http://www.cityofmesquite.com/engineering/documents/Locate_Frm.doc

Add to the end of the section the following subsections:

107.23.5. Arrangement and Charge for Water Furnished by the City. Where Contractor desires to use City water in connection with any construction work, he shall make arrangements with the Mesquite Water Accounting Division for so doing. Where meters are used, the charge for water will be at the regular established rate; where no meters are used, the charge will be as prescribed by ordinance; or, where no ordinance applies, payment shall be made on estimates made by the Mesquite Engineering Division.

107.23.6. Use of Fire Hydrants. No person shall open, turn off, interfere with, attach any pipe or hose to, or connect anything with any fire hydrant, stop valve or stopcock, or tap any water main belonging to the City, unless duly authorized to do so by the Mesquite Utilities Division.

107.23.7. Operation of Existing Valves. The Contractor is not permitted to operate any valve in the existing City of Mesquite water system. The valves must be operated by City of Mesquite Utility Division employees only.

107.26 RESTORATION OF PROPERTY

Add: The Contractor shall exercise special care to minimize damage to trees, plants, shrubs and irrigation systems along the route of the work. The Contractor shall notify adjacent property owners before beginning construction operations adjacent to their property of trees, plants and shrubs which lie inside the right-of-way or easements lines and within the normal limits of work. The property owner's shall be allowed to remove and protect their property, and all trees, plants and shrubs not so protected by the adjacent property owners shall be removed and disposed of by the Contractor, as directed by the Owner's Representative.

Add the following section:

107.27 ANTI-KICKBACK ACT

For any project funded by a Federal grant, the Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) or supplemented by Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.

108.1 PROGRESS SCHEDULE

Add: A monthly payment schedule is not required unless requested by the Owner.

109.1 PAYMENT FOR LABOR AND MATERIAL; NO LIENS

Add: The Contractor is not required to furnish payrolls and records unless this submittal is required as a Special Provision to the Contract. The Contractor is still required to comply with the minimum wage rates published by the Owner.

109.2 PAYMENT FOR MATERIALS

Add: The Owner will not pay for Material on Hand unless specified in a Special Provision of the Contract.

109.2.1. Materials On-Hand. – Delete entire subsection.

109.2.2. Materials Stored Off-Site. – Delete entire subsection.

109.5 MONTHLY ESTIMATE, PARTIAL PAYMENTS, RETAINAGE, FINAL ACCEPTANCE AND FINAL PAYMENT.

Delete the first sentence of the first paragraph and Replace with: "If the last number of a contract number is odd, between the 25th day and the last day of each month, the Owner shall make an approximate estimate of the value of work done during the period under the specifications. If the last number of a contract is even, between the 10th day and the 15th day of the month, the Owner shall make an approximate estimate of the value of work done during the period under the specifications.

The City Public Works Construction Inspector shall meet with a representative of the Contractor on the job site to measure and otherwise determine the quantity of each bid item completed since the last estimate period. In case an agreement cannot be reached, the quantities determined by the City Public Works Construction Inspector shall be used. Payment or partial payment of any item does not constitute final acceptance of the work. The City Public Works Construction Inspector shall prepare a

draft monthly estimate for processing by the Owner for payment. The City Public Works Construction Inspector will forward a copy of this estimate to the Contractor along with any calculations or sketches used in calculating quantities. The Contractor is not required to submit an invoice or billing for monthly work completed.”

In the first paragraph, second sentence, delete the words: “the 15th day of the month next following” and **Replace with:** “within 30 days”.

Delete the third sentence in the first paragraph and Replace with: “Payment for material on hand will not be paid unless so specified in a Special Provision to this Contract.”

Delete the entire second paragraph of this subsection and Replace with:

Owner shall not be liable for interest on any late or delayed payment caused by any claim, dispute, discrepancy in the quantities, any failure to provide supporting documentation or other information required of the Contractor by the Owner or as a condition to payment under the Contract, or due to any payment the Owner has a right to withhold under the Contract.

109.5.4. Final Payment.

Add at the end of the first paragraph: (4) Marked up set of plans showing all changes, revisions and alterations to the original plans.

109.6 WIRE TRANSFERS

Delete Entire Section 109.6 and Replace with: “The City of Mesquite has chosen the Paymode-X™ service through Bank of America to make electronic payments to contractors, vendors and suppliers.

The City of Mesquite recognizes the importance of expediting the payment process to Contractors vendors and suppliers. Our Accounts Payable department utilizes Paymode-X to replace paper checks with electronic payments. We strongly encouraging our vendors and suppliers to enroll in Paymode-X so that future payments are made electronically. Contract the assigned Owner’s Inspector to receive further information on how to process online enrollment to the Paymode-X electronic payment system.”

APPENDIX A - WAGE RATES

General Decision Number: TX150045 01/02/2015 TX45

Superseded General Decision Number: TX20140045

State: Texas

Construction Types: Heavy
 PIPELINE - ON-SHORE PIPELINE CONSTRUCTION:

Counties: Texas Statewide.

PIPELINE - ON-SHORE CONSTRUCTION

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

SUTX1997-002 01/01/1997

	Rates	Fringes
Laborers:		
Drillers.....	\$ 16.08	2.01
Hot Pay.....	\$ 15.58	2.01
Jackhammermen.....	\$ 15.58	2.01
Loaders.....	\$ 16.08	2.01
Powderman, blasters & shooters.....	\$ 16.58	2.01
Unskilled.....	\$ 15.08	2.01
Pipefitter.....	\$ 36.49	7.45
Power equipment operators:		
Group 1.....	\$ 22.95	6.05
Group 2.....	\$ 17.54	4.80
Group 3.....	\$ 12.37	3.55
Truck drivers:		
Group 1.....	\$ 18.82	a
Group 2.....	\$ 18.82	a
Group 3.....	\$ 16.81	a
Group 4.....	\$ 16.04	a
Group 5.....	\$ 15.71	a

FOOTNOTE
 a - \$2.52 PER HOUR PLUS \$41.00 PER WEEK

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Truck Mechanics

GROUP 2 - Lowboy, rollagon or similar type equipment

GROUP 3 - A-Frame, Gin pole, Tandem float (4 & 5 axle) , rubber- tired tractor, fork lift, winch truck, track truck equipment, stringing truck

GROUP 4 - Single axle float (3 axle), flat bed truck (3 axle) dump truck (3 axle), skid truck (3 axle), hot pass (2 axle), Flat bed truck (2 axle) dump truck (2 axle), skid truck (2 axle) water truck (2 axle), pick up, bus jeep, staion wagon, swamp buggy or similar type equipment.

GROUP 5 - Stringer bead & hot pass (2 axle, flat bed truck (2 axle), dump truck (2 axle), skid truck (2 axle), water truck (2 axle), pick-up, bus jeep, station wagon, swamp buggy or similar type equipment.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Backhoe, dragline, clam, crane, ditching machine, side booms (except those in GROUP 2), mechanic, operator on dredges, bulldozer, cleaning machine, coating machine, back filler, motor grader, end loader (3 yd. & over), blending machine, wate-kote machine, equipment welder, track tractor

GROUP 2 - Pipe dream, gin truck or winch truck with poles when used for hoisting, side boom (cradling rock drill), tow tractor,, farm tractor, road boring machine, end loader (under 3 y.d), fork lift (industrial type), pot fireman (power agitated); straightening machine, boring machine, bombardier (track or tow rig), mobile lubrication & service engineer, hydrostatic testing operator, rollagon or similar type equipment

GROUP 3 Fuel man, oiler or swamper (on trenching machine or shovel- type equipment)

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

=====
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

□

General Decision Number: TX150081 01/02/2015 TX81

Superseded General Decision Number: TX20140081

State: Texas

Construction Type: Heavy Tunnel

Counties: Bell, Bexar, Bowie, Brazoria, Brazos, Cameron, Collin, Comal, Coryell, Dallas, Denton, Ector, El Paso, Ellis, Fort Bend, Galveston, Grayson, Gregg, Guadalupe, Hardin, Harris, Harrison, Hays, Hidalgo, Jefferson, Johnson, Kaufman, Liberty, Lubbock, McLennan, Midland, Montgomery, Nueces, Orange, Parker, Potter, Randall, Rockwall, San Patricio, Smith, Tarrant, Taylor, Tom Green, Travis, Victoria, Waller, Webb, Wichita and Williamson Counties in Texas.

TUNNEL CONSTRUCTION PROJECTS (BORED, 48" IN DIAMETER OR MORE)

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

* SUTX1992-010 01/15/1992

	Rates	Fringes
CARPENTER (Including Form Setting - Wood Forms ONLY).....	\$ 10.67	.92
ELECTRICIAN.....	\$ 12.21	.92
IRONWORKER, REINFORCING (Shaft Collar & Surface ONLY)....	\$ 12.03	4.09
Laborers:		
Miner.....	\$ 11.77	1.28
Surface.....	\$ 7.53	
Tunnel.....	\$ 9.24	
MECHANIC (Maintenance and repair on trucks and power equipment).....	\$ 11.77	.92
Oiler (Services trucks and power equipment).....	\$ 9.69	1.50

Power equipment operators:

Backhoe Operator (1 1/2 CY or more).....	\$ 11.40	1.50
Backhoe Operator (Less than 1 1/2 CY).....	\$ 10.68	
Bulldozer.....	\$ 13.00	
Crane (1 1/2 CY or more)....	\$ 12.82	1.50
Crane (Less than 1 1/2 CY)..	\$ 11.89	
Front End Loader (2 1/2 CY or more).....	\$ 12.17	
Front End Loader (less than 2 1/2 CY).....	\$ 10.16	
Locomotive Operator.....	\$ 9.00	1.50
Road Head Operator.....	\$ 14.12	1.21
Tunnel/Boring Machine Operator.....	\$ 13.61	

Truck drivers:

Semi.....	\$ 7.25	1.05
Single Axle, Light.....	\$ 7.55	

WELDER.....\$ 11.58

LABORER CLASSIFICATIONS

SURFACE - Air Tool Operator (Surface Only), Batch Plant Laborer, Changehouseman, Dumpman (Outside, Tool Man).

TUNNEL - Air Tool Operator (Tunnel Only), Bull Gang (Muckers/Trackmen), Cabletender, Concrete Crew (Rodders/Spreaders), Concrete Finisher in Tunnel, Concrete Screed Man, Conveyor Operator, Headerman, High Pressure Nozzleman, Hoist Operator, Jumbo Man, Loading/Unloading Agitator Cars, Nipper, Nozzleman-Slice Line, Pot Tender, Primer Man, Reboundman, Shaft/Raise Work (Below Ground), Shotcrete Man, Slusher Operator, Steel Form Raisers/Setters, (metal forms only) Swamper (Brakeman/Switchman), Timberman, Troweling/Grout Machine Operator, Tugger, Vibratorman, Jack Hammer, Pneumatic Tools (Except Driller), Vibratorman, Pavement Breakers.

MINER - Drill Doctor, Bit Sharpener, Bit Grinder, Rebar (Tunnel Only), Jack Leg Miner, Shaft Drill Operator

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

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.

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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

□

General Decision Number: TX150028 01/02/2015 TX28

Superseded General Decision Number: TX20140028

State: Texas

Construction Type: Heavy

Counties: Collin, Dallas, Denton, Ellis, Kaufman and Rockwall Counties in Texas.

Water and Sewer Lines/Utilities (Including Related Tunneling Where the Tunnel is 48" or Less in Diameter)

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 0 Publication Date 01/02/2015

* PLUM0100-002 07/01/2013

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 28.88	8.83

SUTX1991-004 09/23/1991

	Rates	Fringes
Laborers:		
Common.....	\$ 7.25	
Utility.....	\$ 7.467	
Pipelayer.....	\$ 7.828	
Power equipment operators:		
Backhoe.....	\$ 10.804	
Crane.....	\$ 10.942	
Front End Loader.....	\$ 9.163	
Tunneling Machine (48" or less).....	\$ 9.163	
TRUCK DRIVER.....	\$ 8.528	

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

=====
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

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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
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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

□

General Decision Number: TX150035 01/02/2015 TX35

Superseded General Decision Number: TX20140035

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

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

* SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 14.12	
ELECTRICIAN.....	\$ 19.80	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 13.16	
Structures.....	\$ 13.84	
LABORER		
Asphalt Raker.....	\$ 12.69	
Flagger.....	\$ 10.06	
Laborer, Common.....	\$ 10.72	
Laborer, Utility.....	\$ 12.32	
Pipelayer.....	\$ 13.24	
Work Zone Barricade Servicer.....	\$ 11.68	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 15.32	

Asphalt Paving Machine.....	\$ 13.99
Broom or Sweeper.....	\$ 11.74
Concrete Pavement Finishing Machine.....	\$ 16.05
Concrete Saw.....	\$ 14.48
Crane Operator, Lattice Boom 80 Tons or Less.....	\$ 17.27
Crane Operator, Lattice Boom over 80 Tons.....	\$ 20.52
Crane, Hydraulic 80 Tons or Less.....	\$ 18.12
Crawler Tractor.....	\$ 14.07
Excavator, 50,000 pounds or less.....	\$ 17.19
Excavator, over 50,000 pounds.....	\$ 16.99
Foundation Drill , Truck Mounted.....	\$ 21.07
Foundation Drill, Crawler Mounted.....	\$ 17.99
Front End Loader 3 CY or Less.....	\$ 13.69
Front End Loader, over 3 CY.	\$ 14.72
Loader/Backhoe.....	\$ 15.18
Mechanic.....	\$ 17.68
Milling Machine.....	\$ 14.32
Motor Grader, Fine Grade....	\$ 17.19
Motor Grader, Rough.....	\$ 16.02
Pavement Marking Machine....	\$ 13.63
Reclaimer/Pulverizer.....	\$ 11.01
Roller, Asphalt.....	\$ 13.08
Roller, Other.....	\$ 11.51
Scraper.....	\$ 12.96
Small Slipform Machine.....	\$ 15.96
Spreader Box.....	\$ 14.73
 Servicer.....	\$ 14.58
 Steel Worker (Reinforcing).....	\$ 16.18
 TRUCK DRIVER	
Lowboy-Float.....	\$ 16.24
Off Road Hauler.....	\$ 12.25
Single Axle.....	\$ 12.31
Single or Tandem Axle Dump Truck.....	\$ 12.62
Tandem Axle Tractor with Semi Trailer.....	\$ 12.86
Transit-Mix.....	\$ 14.14
 WELDER.....	\$ 14.84

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.

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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
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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:

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U.S. Department of Labor
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END OF GENERAL DECISION

□

General Decision Number: TX150024 01/02/2015 TX24

Superseded General Decision Number: TX20140024

State: Texas

Construction Type: Residential

Counties: Collin, Dallas, Denton, Ellis, Kaufman and Rockwall
Counties in Texas.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family
homes and 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

* SUTX1992-005 05/14/1992

	Rates	Fringes
BRICKLAYER.....	\$ 10.802	
CARPENTER (Excluding Drywall Hanging Batt Insulation, Form Setting).....	\$ 9.283	
CEMENT MASON/CONCRETE FINISHER (Excluding Form Setting).....	\$ 10.767	
DRYWALL HANGER.....	\$ 10.00	
ELECTRICIAN.....	\$ 10.415	
Form Setter.....	\$ 10.902	
HVAC MECHANIC (Including Pipe, Excluding Duct).....	\$ 9.934	1.128
INSULATOR - BATT.....	\$ 15.00	
Laborers: (Excluding Batt Insulation) Common.....	\$ 7.25	

Landscape.....\$ 7.25
Mason Tender (Including
Cement and Brick).....\$ 7.25

PAINTER: Brush Only
(Including Drywall
Taping/Finshing).....\$ 10.467

PLUMBER (Excluding HVAC Work)....\$ 11.569

Power equipment operators:
Bulldozer.....\$ 11.611
Front End Loader.....\$ 12.422
Grader.....\$ 11.25

ROOFER, Including Built Up,
Composition and Single Ply
Roofs.....\$ 8.54

TILE SETTER.....\$ 8.54

TRUCK DRIVER.....\$ 7.25

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.

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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
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U.S. Department of Labor
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Washington, DC 20210

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END OF GENERAL DECISION

□

General Decision Number: TX150291 03/06/2015 TX291

Superseded General Decision Number: TX20140291

State: Texas

Construction Type: Building

County: Dallas County 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
1	01/30/2015
2	03/06/2015

ASBE0021-011 05/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 21.52	7.15

BOIL0074-003 01/01/2014

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

CARP1421-002 04/01/2014

	Rates	Fringes
MILLWRIGHT.....	\$ 25.30	8.30

ELEV0021-006 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 37.33	28.385

FOOTNOTES: a - A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on

regular hourly rate for all hours worked.

New Year's Day, Memorial Day, Independence Day, Labor Day,
Thanksgiving Day, the Friday after Thanksgiving Day,
Christmas Day, and Veterans Day.

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

IRON0263-005 12/01/2013

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL).....	\$ 22.70	5.35

PLUM0100-005 07/01/2013

	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 26.88	8.83
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 26.88	8.83

* SUTX2014-017 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 19.50	4.27
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 17.13	2.97
CAULKER.....	\$ 14.71	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.40	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.45	0.00
ELECTRICIAN (Alarm Installation Only).....	\$ 21.52	4.16
ELECTRICIAN (Communication Technician Only).....	\$ 16.40	2.87
ELECTRICIAN (Low Voltage		

Wiring Only).....	\$ 20.03	3.04
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems.....	\$ 21.51	3.69
FORM WORKER.....	\$ 12.32	0.00
GLAZIER.....	\$ 16.15	2.13
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 10.04	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....	\$ 14.26	0.00
INSTALLER - SIGN.....	\$ 15.61	0.00
INSULATOR - BATT.....	\$ 13.00	0.00
IRONWORKER, REINFORCING.....	\$ 12.24	0.00
LABORER: Common or General.....	\$ 11.57	0.00
LABORER: Mason Tender - Brick...	\$ 11.00	1.70
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.64	0.00
LABORER: Pipelayer.....	\$ 13.00	0.35
LABORER: Plaster Tender.....	\$ 14.50	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 12.00	0.23
LATHER.....	\$ 16.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.06	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 13.00	0.50
OPERATOR: Forklift.....	\$ 13.38	0.81
OPERATOR: Grader/Blade.....	\$ 13.05	0.00
OPERATOR: Loader.....	\$ 14.02	1.82
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt,		

Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04	0.00
PAINTER (Brush, Roller and Spray, Excluding Drywalling/Taping).....	\$ 13.60	2.24
PAINTER: Drywall Finishing/Taping Only.....	\$ 14.28	3.04
PLASTERER.....	\$ 15.37	0.00
PLUMBER (HVAC Pipe Installation Only).....	\$ 23.87	6.66
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 22.70	5.65
ROOFER.....	\$ 17.19	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 21.10	5.50
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 24.88	7.23
SPRINKLER FITTER (Fire Sprinklers).....	\$ 21.25	15.55
TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 14.25	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 16.40	0.81
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).

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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
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END OF GENERAL DECISION

General Decision Number: TX150027 08/28/2015 TX27

Superseded General Decision Number: TX20140027

State: Texas

Construction Type: Heavy

County: Dallas County in Texas.

Heavy Construction, Including Treatment Plants (Does not include water/sewer lines)

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
1	07/17/2015
2	08/28/2015

ASBE0021-003 05/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems).....	\$ 21.52	7.15

ELEC0020-003 06/01/2015

	Rates	Fringes
Electricians:		
Cable Splicer.....	\$ 26.41	4.50+12.5%
Electrician.....	\$ 27.10	8.52

* ELEC0220-001 05/01/2004

	Rates	Fringes
Line Construction:		
CABLE SPLICERS.....	\$ 17.12	3.75+14.5%
GROUNDMAN.....	\$ 12.84	3.75+14.5%
LINEMAN & EQUIPMENT		

OPERATORS.....\$ 21.41 3.75+14.5%

ENGI0178-001 06/01/2009

Rates Fringes

Cranes:

Hydraulic Crane (35 ton &
under).....\$ 23.70 9.35
Hydraulic over 35
tons,Derricks, Overhead
Gentry,Stiffleg,Tower,etc.,
and Cranes with
Piledriving or Caisson
attachements.....\$ 24.70 9.35

IRON0263-010 12/01/2013

Rates Fringes

Ironworkers:

Reinforcing & Structural....\$ 22.70 5.35

PLUM0100-002 07/01/2013

Rates Fringes

Plumbers and Pipefitters.....\$ 28.88 8.83

SHEE0068-002 11/01/2012

Rates Fringes

Sheet metal worker.....\$ 27.64 8.84

SUTX1990-040 08/01/1990

Rates Fringes

CARPENTER.....\$ 10.536

Concrete Finisher.....\$ 9.603

Form Builder.....\$ 8.036

Form Setter.....\$ 9.578

Laborers:

Common.....\$ 7.25

Utility.....\$ 7.25

Pipelayer.....\$ 7.961

Power equipment operators:

Backhoe.....\$ 10.971

Bulldozer.....\$ 9.942

Front end loader.....\$ 10.771

Mechanic.....\$ 9.88

Motor Grader.....\$ 11.633

Oiler.....\$ 9.183

Scraper.....\$ 8.00

TRUCK DRIVER.....\$ 7.465

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