



818 S. FLORES ST. □ SAN ANTONIO, TEXAS 78204 □□□ www.saha.org

Procurement Department

QUICK QUOTE

For

Replace Ceiling Grid System in Room 109

For

**HOUSING AUTHORITY OF THE
CITY OF SAN ANTONIO, TEXAS
AND
AFFILIATED ENTITIES**

Date Issued: August 7, 2020

Quick Quote #: 2008-910-01-5054

Closes: August 19, 2020 at 2:00 PM

Prepared by:

**Department of Procurement
of the
San Antonio Housing Authority
818 South Flores Street
San Antonio, Texas 78204**

President and CEO..... David Nisivoccia

- 1.0 The Housing Authority of the City of San Antonio, Texas and its affiliated entities (the “San Antonio Housing Authority or SAHA”) hereby invites independent Contractors to submit bids for the removal and replacement of the ceiling grid system in Room 109 at the SAHA Central Office Building as specified herein.**
- 2.0 SAN ANTONIO HOUSING AUTHORITY (SAHA) CONTACT:** All questions or request for documents pertaining to this solicitation shall be addressed to Charles Bode, Procurement Manager, telephone 210-477-6703, fax 210-477-6703 or e-mail at charles_bode@saha.org.
- 3.0 APPLICABILITY:** By submitting a bid, the bidder is agreeing to abide by all terms and conditions listed herein, including those terms and conditions within HUD Handbook 7460.8 REV 2, Procurement Handbook for Public Housing Agencies, dated 2/2007 and HUD Table 5.1, Mandatory Contract Clauses for Small Purchases Other Than Construction and if attached; HUD 5370EZ, Davis Bacon or HUD Wage Decision.
- 4.0 SAHA’s RESERVATION OF RIGHTS:** SAHA reserves the right to:
 - 4.1** Reject any or all bids, to waive any informalities in the solicitation process, or to terminate the solicitation process at any time, if deemed by SAHA to be in its best interest.
 - 4.2** Terminate a contract awarded pursuant to this solicitation at any time for its convenience upon delivery of a 30-day written notice.
 - 4.3** Determine the days, hours and locations that the successful bidder shall provide the items or services called for in this solicitation.
 - 4.4** Reject and not consider any bid that does not, in the opinion of SAHA, meet the requirements of this solicitation, including but not necessarily limited to incomplete bids and/or bids offering alternate (not including “or equal” items) or non-requested items or services.
 - 4.5** SAHA reserves the right to:
 - 4.5.1** To make an award to the same bidder (aggregate) for all items; or,
 - 4.5.2** To make an award to multiple bidders for the same or different items.
- 5.0 BIDDER’S RESPONSIBILITY:** Each bidder shall carefully review and comply with all instructions provided herein, or provided within any named attachments or addenda.
- 6.0 DEADLINE:** Bids are due at the time and date posted herein. SAHA reserves the right to extend the posted deadline at any time prior to the deadline.
- 7.0 QUESTIONS:** All questions or request for information concerning this solicitation must be submitted in writing five (5) days prior to the closing deadline.

- 8.0 HOLD PRICES/NON-ESCALATION:** By submitting a bid, the bidder agrees to "hold" or not increase the bid prices for a minimum period of ninety (90) days. Quantities listed in this solicitation are for the purpose of determining best pricing per line item. Contractor shall field verify all quantities and dimensions.
- 9.0 METHOD OF AWARD:** SAHA may, at its sole discretion, procure the applicable goods or services by issuance of a PO or execution of a contract. By submitting a bid, the successful proposer agrees to accept the PO or execute the contract.
- 10.0 FEES and FORMS:**
10.1 FEE: All fees are all-inclusive of all related costs that a proposer will incur to provide the noted goods or services in compliance with this solicitation, including, but not limited to: employee wages and benefits, clerical support, travel and lodging, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone calls, document copying and motor vehicle fuel, all costs shall be fully burdened.
10.2 FORMS: Bids shall be submitted utilizing the bid/fee forms included herein. Submission on forms other than the SAHA forms may result in disqualification of the response. Any bidder attached or included Terms and Conditions (Ts & Cs) are subject to acceptance by SAHA at its sole discretion.
- 11.0 AWARD CRITERIA:** Award shall be made to the responsive and responsible contractor that submits the best value to SAHA using price and other factors listed below.
11.1 Construction time
11.2 After hours work capability
- 12.0 BID COSTS:** SAHA shall not compensate any bidder for any costs that may be incurred in responding to this solicitation.
- 13.0 ASSIGNMENT OF PERSONNEL:** SAHA retains the right to demand and receive a change in personnel assigned by the Contractor to provide services to SAHA if SAHA believes that such change is in its best interest.
- 14.0 UNAUTHORIZED SUB-CONTRACTING PROHIBITED:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this solicitation (including, but not limited to, selling or transferring the ensuing PO or contract without the prior written consent of SAHA. Any purported assignment of interest or delegation of duty, without the prior written consent of SAHA shall be void and may result in the cancellation of the PO or contract with SAHA.
- 15.0 LICENSING REQUIREMENTS:** By submitting a bid the successful bidder certifies that he/she possess and will, prior to issuance of a PO or execution of a contract, present to SAHA, proof and/or certification of the following:

- 15.1 If applicable, local business license issued by the City of San Antonio.
- 15.2 If applicable, a copy of the bidder's license issued by the State of Texas licensing authority allowing the bidder to provide the services or products as detailed herein.

16.0 PERMITS: Contractor shall obtain all permits required to complete the work per the specifications.

17.0 INSURANCE: Contractor shall present to SAHA prior to PO issuance or execution of a contract, proof of insurance compliant with the requirements below.

Professional Liability	Required Limits
SAHA and its affiliates must be named as a Certificate Holder. This is required for vendors who render observational services to SAHA such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000 Not Required for this Bid.
Business Automobile Liability	Required Limits
SAHA and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on SAHA properties.	\$500,000 combined single limit, per occurrence
Workers Compensation and Employer's Liability	Required Limits
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000. Workers' Compensation is required for any vendor made up of more than two people. A Waiver of Subrogation in favor of SAHA must be included in the Workers' Compensation policy. SAHA and its affiliates must be a Certificate Holder.	Statutory \$500,000
Commercial General Liability	Required Limits
This is required for any vendor who will be doing hands on work at SAHA properties. SAHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

18.0 INVOICING: To help insure timely payments and unless utilizing a progress payment schedule invoices shall be sent to the following address:

Accounts_Payable@saha.org.

If contractor lacks electronic invoicing capability they may send invoices to:

**San Antonio Housing Authority,
Accounts Payable,
P.O. Box 830428,
San Antonio, TX 78283-0428.**

Contractor shall invoice SAHA within 60 days after the delivery of the goods or service. If contractor fails to invoice within 60 days SAHA reserves the right to not pay the invoice. In an effort to be more efficient, SAHA processes all payments electronically. Contractors will be required to complete a direct deposit form. SAHA's standard payment terms are net 30 days.

19.0 Fair Labor Standards Act: Both parties hereby agree to comply with the provisions of the Fair Labor Standards Act (29 U.S.C. 201, et seq).

20.0 Indemnification. The Contractor shall indemnify and hold harmless SAHA and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor. **CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT.**

Contractor shall indemnify and hold harmless SAHA, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, *but only to the extent caused by the negligent acts or omissions of Contractor*, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Contractor may be liable.

21.0 SECTION 3: Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3.

22.0 EPA REQUIREMENTS(This section applies only to Painting): Contractor must be EPA certified. Contractors performing renovation, repair and painting projects that disturb lead- based paint in homes, child care facilities, and schools built before 1978 must be certified by EPA and must follow specific work practices to prevent lead contamination.

This includes, but is not limited to:

Contain the work area.

Minimize dust.

Clean up thoroughly.

Contractors must provide to SAHA and tenants a copy of the EPA pamphlet *“Renovate Right: Important Lead Hazard Information for Families, Childcare Providers and Schools,”* before the renovations start. Federal law requires this in housing, child-care facilities and schools built before 1978 and when renovating six square feet or more of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects. For a copy of this pamphlet go to:

www.epa.gov/lead/pubs/renovaterightbrochure.pdf

23.0 GENERAL CONDITIONS:

23.1 Scope of Work is Attachment A.

23.2 Location of Property:

**SAHA Central Office
818 S. Flores,
San Antonio, TX 78204**

23.3 WARRANTY: All services and goods provided pursuant to this solicitation and the resulting contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services, but in any event such goods and services shall be warranted for at least a period of two (2) years.

23.4 OR EQUAL: Catalogs, brand names or manufacturer’s references where provided are descriptive only and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless specified otherwise. If bidding other than the referenced manufacturer, brand or trade name, Bidder must provide a complete description of product offered, and illustrations and must be included in the bid submittal. Failure to include the above referenced data will require Contractor to furnish specified brand names, numbers, etc.

23.5 Acceptance by SAHA is required prior to payment. Acceptance will be based on adherence to the specifications, best industry practice and inspection by SAHA personnel.

23.6 Contractor shall supply all material, labor and equipment to complete the requirement of this solicitation unless otherwise specified in this solicitation.

23.7 Contractor shall dispose of all debris and trash offsite in accordance with all local, State and Federal laws and codes. At no time will Contractor discard any debris or trash into any SAHA refuse container.

23.8 Responses may be electronically delivered to:

**San Antonio Housing Authority,
Emailed to: charles_bode@saha.org
Faxed to: Attn. Charles Bode at 210-477-6703**

Quote Fee Sheet
Quick Quote Closes on August 19, 2020 at 2:00 PM
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State Law limits procurements using this method of solicitation to \$50,000.00 or less.

1. Fee:

Item	Unit	Cost	Delivery
Demo Existing Grid save tiles	1 lot	\$	Days
Install New Grid System with old tiles	1 lot	\$	Days
Install all new tiles in lieu of old	1 lot	\$	Days

If the Contractor fails to list days to complete, the project must be completed in **7** days from notification to begin work.

- 2. Additional Information:** Enclose a one page summary of your company's {insert other criteria from Section if applicable, if not delete and renumber}.
- 3. Sub-Contractors:** Proposer shall identify his sub-contractors if any:

a) _____

b) _____

Acknowledge Receipt of Addenda

Addendum #1 _____ Date _____

Addendum #2 _____ Date _____

Addendum #3 _____ Date _____

_____ Signature	_____ Date
_____ Printed Name	_____ Company
_____ E-mail address if available	
_____ Phone	_____ Fax

Bidder's Certification

By signing below, Bidder certifies that the following statements are true and correct:

- 1. He/she has full authority to bind Bidder and that no member Bidder's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,
- 2. Items for which Bids were provided herein will be delivered as specified in the Bid,
- 3. In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
- 4. Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by SAHA and subject to the terms and conditions of such acceptance, shall result in a contract between SAHA and the undersigned Bidder,
- 5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Bid,
- 6. Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,
- 7. Bidder has not received compensation for participation in the preparation of the specifications for this IFB,
- 8. **Non-Collusive Affidavit:** The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other Bidder, to fix overhead, profit or cost element of said bid price, or that of any other Bidder or to secure any advantage against SAHA or any person interested in the proposed contract; and that all statements in said bid are true.
- 9. **Child Support:** Pursuant to Section 231.006 (d) of the Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10. **Lobbying Prohibition:** The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- 11. **Non-Boycott of Israel:** SAHA may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code chapter 2270) by accepting these General Conditions and any associated contract, the CONTRACTOR certifies that it does not Boycott Israel, and agrees that during the term of this contract will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.
- 12. **TX Gov. Code 2252.152:** Prohibits a government entity from awarding a contract to a company identified as Iran, Sudan, or a Foreign Terrorist Organization as identified on a list maintained by the Texas Comptroller of Public Accounts. By signature hereon bidder certifies that it is not affiliated in any manner with the businesses on this list.

Submitted by: _____ Date: _____
(Firm)

(Signature) (Printed name and title)

(Business address)

(Phone) (E-mail)

ATTACHMENT A

Scope of Work/Specifications

1.1 SUMMARY

- A. Section includes suspended metal grid ceiling system and perimeter trim; acoustic panels.

1.2 REFERENCES

- A. American Society for Testing and Materials:
 - 1. ASTM t635-Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
 - 2. ASTM E580- Standard Practice for Application of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Requiring Seismic Restraint.
 - 3. ASTM E1264-Standard Classification for Acoustical Ceiling Products.
- B. Ceilings and Interior Systems Construction Association:
 - 1. CISCA-Acoustical Ceilings: Use and Practice.
- C. Underwriters Laboratories Inc. :
 - 1. UL-Fire Resistant Directory

1.3 PERFORMANCE REQUIREMENTS

- A. Suspension System: Rigidly secure acoustic ceiling system including integral mechanical and electrical components with maximum deflection of 1:360.

1.4 QUALITY ASSURANCE

- A. Conform to CISCA Requirements.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum two years documented experience.
- B. Installer: Company specializing in performing work for this project with minimum two years documented experience.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Product Requirements: All materials shall be new except as specified.

1.7 SEQUENCING

- A. Summary: Work sequence.
- B. Demo existing ceiling of approximately 1800 square feet.
- C. Install new ceiling.

PART 2 PRODUCTS

2.1 SUSPENDED ACOUSTICAL CEILINGS

- A. Grid Materials: White Commercial Quality
- B. Acoustic Panels: CertainTeed, Armstrong or SAHA approved equal to match existing

PART 3 EXECUTION

3.1 EXAMINATION

- A. Administrative Requirements: Coordination and project conditions.
- B. Verify layout of hangers will not interfere with other work.
- C. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less than half width units at borders, and comply with normal suspended ceiling installation practices. Coordinate panel layout with mechanical and electrical fixtures.

3.2 REMOVAL AND DISPOSAL OF EXISTING CEILING

- A. Provide all labor, materials and equipment to safely protect floors, walls, murals and room contents.
- B. Remove and dispose of existing suspended ceiling grid system, retain undamaged acoustic panels for possible re-installation.
- C. Suspended existing ceiling equipment, lights, vents, diffusers, exit signs, etc. which are to remain.

3.3 INSTALLATION

- A. Lay-in Grid Suspension System:
 - 1. Install suspension system in accordance with ASTM C636
 - 2. Install system capable of supporting imposed loads to deflection of 1/360 maximum.
 - 3. Locate system on room axis.
 - 4. Orient existing lights so they are all on the same axis.
 - 5. Hang suspension system independent of walls, columns, ducts, pipes, and conduit, Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.

6. Where ducts or other equipment prevent regular spacing of hangers, reinforce nearest affected hangers and related carrying channels to span extra distance.
7. Do not support components on main runners or cross runners when weight causes total dead load to exceed deflection capability.
8. Do not eccentrically load system, or produce rotation of runners.
9. Perimeter Molding:
 - a. Install edge molding at intersection of ceiling and vertical surfaces.
 - b. Use longest practical lengths.
 - c. Overlap corners.
 - d. Install at junctions with other interruptions.
10. Reinstall any removed items: vents, diffusers, lights, exit signs, etc.

B. Acoustic Units:

1. Fit acoustic units in place, free from damaged edges or other defects detrimental to appearance and function, replace any damaged panels with new.
2. Lay directional patterned units one way with pattern parallel to longest room axis. Fit border trim neatly against abutting surfaces.
3. Install removed units after above ceiling work is complete.
4. Install acoustic units level, in uniform plane, and free from twist, warp and dents.
5. Cutting Acoustic Units:
 - a. Neatly cut to fit irregular grid and perimeter edge trim.
6. Clean existing panels prior to installation.

3.4 ERECTION TOLERANCES

- A. Section 01400-Quality Requirements: Tolerances.
- B. Maximum Variation from Flat and Level Surface: 1/8 inch in 12 feet.
- C. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

ATTACHMENT B
HUD & Other Forms (Add additional Forms as required)

TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Energy Efficiency. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price. (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

ATTACHMENT C

Wage Decision

General Decision Number: TX20200231 02/14/2020
Superseded General Decision Number: TX20190231

State: Texas Construction Type: Building County: Bexar County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	02/14/2020

ASBE0087-014 01/01/2018 ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	Rates \$ 22.72	Fringes 10.02

BOIL0074-003 01/01/2017 BOILERMAKER.....	Rates \$ 28.00	Fringes 22.35

ELEC0060-003 06/01/2019 ELECTRICIAN (Communication Technician Only).....	Rates \$ 22.55	Fringes 9%+5.45

* ELEC0060-004 06/01/2019 ELECTRICIAN (Excludes Low Voltage Wiring).....	Rates \$ 28.60	Fringes 18%+5.45

* ELEV0081-001 01/01/2020 ELEVATOR MECHANIC.....	Rates \$ 41.90	Fringes 34.765

FOOTNOTES:

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.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2014	Rates	Fringes	
POWER EQUIPMENT OPERATOR- Cranes.....	\$ 34.85	9.85	

IRON0066-013 06/01/2019	Rates	Fringes	
IRONWORKER, STRUCTURAL.....	\$ 22.70	6.73	

IRON0084-011 06/01/2019	Rates	Fringes	
IRONWORKER, ORNAMENTAL.....	\$ 24.42	7.12	

PLUM0142-009 08/07/2019	Rates	Fringes	
HVAC MECHANIC (HVAC Electrical Temperature Control Installation Only).....	\$ 30.25	13.36	
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 30.25	13.36	
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 31.05	13.76	
Including HVAC Pipe Installation			
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 31.05	13.76	
Excludes HVAC Pipe Installation			

SFTX0669-002 04/01/2019	Rates	Fringes	
SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.53	21.27	

SHEE0067-004 06/01/2019	Rates	Fringes	
Sheet metal worker Excludes HVAC Duct Installation....	\$ 26.81	16.80	
HVAC Duct Installation Only.....	\$ 26.81	16.80	16.80

SUTX2014-006 07/21/2014	Rates	Fringes	
BRICKLAYER.....	\$ 22.15	0.00	
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 17.83	0.00	
CARPENTER (Form Work Only).....	\$ 13.63	0.00	
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation..	\$ 16.86	4.17	
CAULKER.....	\$ 15.00	0.00	
CEMENT MASON/CONCRETE FINISHER.....	\$ 22.27	5.30	
DRYWALL FINISHER/TAPER.....	\$ 13.81	0.00	
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.18	0.00	
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.39	3.04	
IRONWORKER, REINFORCING.....	\$ 12.27	0.00	
LABORER: Common or General.....	\$ 10.75	0.00	
LABORER: Mason Tender - Brick.....	\$ 11.88	0.00	
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00	0.00	
LABORER: Pipelayer.....	\$ 11.00	0.00	
LABORER: Roof Tearoff.....	\$ 11.28	0.00	
LABORER: Landscape and Irrigation.....	\$ 8.00	0.00	
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.98	0.00	
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.00	0.00	
OPERATOR: Bulldozer.....	\$ 14.00	0.00	
OPERATOR: Drill.....	\$ 14.50	0.00	
OPERATOR: Forklift.....	\$ 12.50	0.00	
OPERATOR: Grader/Blade.....	\$ 23.00	5.07	
OPERATOR: Loader.....	\$ 12.79	0.00	
OPERATOR: Mechanic.....	\$ 18.75	5.12	

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.07	0.00
ROOFER.....	\$ 12.00	0.00
TILE FINISHER.....	\$ 11.32	0.00
TILE SETTER.....	\$ 14.94	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION