



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: GAL0023

Addendum No: 2

Date of Addendum: June 20, 2016

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Clarification:** The Compliance Plan is due with the proposal by 2:00 PM on July 12, 2016.
- II. **Clarification:** Section 0830, Prevailing Wages and Reporting has been updated to include Section 00830BC, Wage Rates and Payroll Reporting. A complete copy is attached.
- III. **Clarification:** The first paragraph of section 7.A, Invoices of Section 0400, has been revised and restated as follows:
 - A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices shall contain an itemized description of the Services or Deliverables paired with the associated task number (from the U.S. Department of Energy (DOE) Statement of Project Objectives (SOPO)) for each item. Contractor shall provide any backup material required by DOE or requested by the City for grant reimbursement or auditing purposes. Invoices received without all required information cannot be processed and will be returned to the vendor.
- IV. **Clarification:** Paragraph 20, of Section 0400, has been revised and restated as follows:

GRANT COMPLIANCE: Contractor agrees to perform in accordance with the U.S. Department of Energy (DOE) EERE Award No. DE-EE0007177, as may be amended from time to time.
- V. **Clarification:** Paragraph 21, of Section 0400, has been revised and restated as follows:

WARRANTY (reference paragraphs 21 and 22 of Section 0300):

The warranty period shall be at a minimum the duration of the Grant referenced above as further described in paragraphs 4.1.2.3 and 4.1.3.3 of Section 0500.
- VI. **Clarification:** The following has been added to Section 0400 as Paragraph 25:

TERM OF CONTRACT:

 - A. The Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect until the earliest of when the deliverables set forth in the Contract are complete or the City terminates the Contract.
 - B. Upon agreement by both parties, extension options may be added to this Contract for continuation of Services.
 - C. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

VII. **Clarification** The following has been added to Section 0400 as Paragraph 26:

CONFIDENTIALITY (replaces paragraph 37, of section 0300): In order to provide the Deliverables under this Contract, each party may require and receive access to the other party's Confidential Information. City and Contractor acknowledge and agree that the Confidential Information is the valuable property of the party providing the Confidential Information ("Disclosing Party") and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure Disclosing Party.

- A. "Confidential Information" includes, but is not limited to, all documents, reports, studies, memoranda, analyses, summaries, trade secrets, project descriptions, computer programs and models, computer model inputs and outputs, commercial data, financial data and projections, pricing proposals, cost analyses, research and business strategies, and information received from a third party, whether in tangible form or orally or visually conveyed to the other party ("Receiving Party"), and marked or otherwise identified as confidential at the time of disclosure. Confidential Information may be in any medium and may be written or oral.
- B. Receiving Party agrees: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the Deliverables, (ii) not to disclose Confidential Information to any third party other than to its employees who have a need to know the Confidential Information for furtherance of the providing the Deliverables, (iii) to promptly notify Disclosing Party of any request for Confidential Information to be disclosed under any law or order of any court or other governmental authority with proper jurisdiction, so as to permit Disclosing Party reasonable time to seek an appropriate protective order, and (iv) to use measures to protect the Confidential Information that are no less stringent than Receiving Party uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- C. All Confidential Information and derivations thereof shall remain the sole and exclusive property of Disclosing Party, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of Disclosing Party, Receiving Party shall promptly return to Disclosing Party all tangible items of Confidential Information furnished by Disclosing Party and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.
- D. No expiration or termination of this contract shall affect either party's rights or obligations with respect to Confidential Information.
- E. The parties acknowledge and agree that any breach or threatened breach of this Contract could cause harm for which money damages may not provide an adequate remedy. The parties agree that in the event of such a breach or threatened breach of this Contract, in addition to any other available remedies, Disclosing Party may seek temporary and permanent injunctive relief restraining the Receiving Party from disclosing or using, in whole or in part, any Confidential Information.

VIII. **Clarification:** The following has been added to Section 0400 as Paragraph 27:

Cyber Security Related Requirements

- A. **Introduction:** An energy storage system ("ESS") and its associated control system(s) is, collectively, a cyber-physical system that functions as both energy importer and exporter, depending on facility and grid requirements at any given time. Since these systems can affect the operation and safety of both the grid and a customer's facility, cyber security measures are critical to addressing potential electrical impacts as well as securing information flows. The significant areas of concern consist of unauthorized parties accessing controls via smart inverter, destabilization of the smart grid, and the exposure of confidentialities and personally-identifiable information ("PII") throughout an interconnected system.
- B. **Infrastructure and Grid Protection:** Contractor must understand that the electric grid could be penetrated by cyber intrusions, embedding malicious software into DER systems to either gain control or restrain the distribution of energy to commercial consumers. It is important that Contractor maintains strict security protocols to prevent systems from external attacks or unauthorized use.
- C. These control actions can result in potentially significant changes in the power flow over AE's distribution system. As such, the Contractor effectively serves as an extension of AE's remote control capabilities and must reasonably protect all of its AE-related system components from exposure to cyber security threats. This includes the Contractor's host platform (as it represents exposure to AE's interests) and all data connections through which these instructions are processed. The specific technology solutions and communication protocols used for establishing the required data connections (between AE, the Contractor and the commercial locations) shall be proposed by the Contractor and subject entirely to the approval of AE, at its sole but reasonable discretion. The proposed solution shall employ generally accepted best practices regarding cyber security.
- C. **Customer Information Protection:** The confidentiality of customer information is also critical to the success of this project. All data generated and collected by Contractor during the Term of the Contract will be considered as property of AE. Contractor shall meet the following requirements when collecting, securing, and sharing customer data and PII.
 - i. Contractor and AE each acknowledges that it has an obligation to provide products or services to commercial customers identified by AE to participate in the Austin SHINES project during the Term of the Contract ("Participants") and may collect and process data or personal information from or about a Participant ("Participant Data").
 - ii. Contractor will maintain its own privacy policy that is conveyed in a clear and conspicuous manner to Participants regarding the collection, use, and disclosure of Participant Data (including to partners, contractors, or agents) that complies with all applicable laws and regulations governing privacy, data security, and the protection of personal information.
 - iii. After obtaining Participant Data directly from a Participant or via a transfer of Participant Data from AE to Contractor, the Participant Data received by Contractor will be subject to Contractor's privacy policy, all confidentiality provisions found herein, and the provisions set forth below:
 - a. Contractor's collection, use, and disclosure of Participant Data must comply at all times with all applicable laws and regulations governing privacy, data security, and the protection of personal information. Contractor shall not use Participant Data for direct marketing purposes.

- b. Contractor shall take reasonable and appropriate steps to protect the security, privacy, and confidentiality of Participant Data ("Safeguards"). Safeguards are reasonable and appropriate when they (i) adequately address all reasonably foreseeable threats to Participant Data, (ii) are appropriate to the quantity, sensitivity, and type of Participant Data accessed and the way that information will be accessed, (iii) are well-suited to the size, scope, resources, and commercial context of Contractor's business, and (iv) comply with all laws, regulations, and enforceable government rules or directives applicable to Contractor in connection with its access to Participant Data.
- c. Contractor shall establish, implement, and maintain a reasonable program of organizational, operational, administrative, physical, and technical Safeguards appropriate to (i) prevent any unauthorized access to, or destruction, use, modification, or disclosure of Participant Data, and (ii) comply with all applicable laws.
- d. When reasonably requested, Contractor shall provide AE with reasonable assurances in writing that it has implemented all of the Safeguards required herein, which will include providing accurate and complete information as AE may reasonably request in written questionnaires.
- e. Contractor shall maintain controls appropriate to limit access to Participant Data to its employees and third parties that (i) have a legitimate need to access that information to provide services pursuant to this Contract, and (ii) have agreed in writing to be bound by an appropriate confidentiality agreement, and to take reasonable and appropriate steps to detect unauthorized access, use or disclosure to unauthorized persons or for unauthorized purposes. Such controls will include an industry-standard logging system detailing all access and be capable of reconstructing the details of access to Participant Data.
- f. Contractor will promptly notify the AE in writing if Contractor identifies unauthorized access to, use, or loss of Participant Data. If requested, Contractor will delete or destroy any data supplied by AE.
- g. If Contractor or anyone to whom Contractor provides access to Participant Data becomes legally compelled by a court or other government authority to disclose Participant Data, then to the extent permitted by law, Contractor will promptly provide AE with sufficient notice to allow AE to intervene to object to the disclosure

IX. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: 
 Terry V. Nicholson, Senior Buyer Supervisor
 Purchasing Office, 512-322-6586

6/20/16
 Date

ACKNOWLEDGED BY:

 Name Authorized Signature Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

**CITY OF AUSTIN
PURCHASING OFFICE
PREVAILING WAGE RATES AND PAYROLL REPORTING**

1. PAYMENT

A. Classification Definitions, Building and Heavy and Highway

Definitions for Building Construction and Heavy and Highway classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor.

B. Minimum Wages

Workers assigned to perform work under a City Contract that contains the Prevailing Wage provision shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades. Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, Contractor shall submit to the City rates and classification proposed for use, for approval, **prior** to performance of the work.

NOTE: The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

All laborers and mechanics performing work for this Contract shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of work being performed. When work is of such a nature that both Building and Heavy and Highway wage scales are incorporated into contract, Contractor shall pay wage rates to mechanics or laborers performing work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of work being performed without regards to skill. Salaried specialists (contract superintendent and administrative personnel only) in the permanent employment of Contractor do not fall under any Wage Classification. Wage rates shall be posted by Contractor in easily accessible and conspicuous places, where it can be seen by all workers. The following shall also be posted by the Contractor alongside prevailing wage rates: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish) Link to posters below:

https://assets.austintexas.gov/purchase/prevailing_wage_posters.pdf

C. Overtime Requirements

No Contractor, Subcontractor, or Sub-subcontractor contracting for any part of contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours in excess of forty hours in such workweek.

2. APPRENTICES

Locally & Federally Funded Contracts

Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to Contractor as stated in the registered Apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for work employee actually performed. Contractor, Subcontractor, or Sub-subcontractor shall furnish to the City written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction **prior** to using any Apprentices or Trainees on this Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
PREVAILING WAGE RATES AND PAYROLL REPORTING**

3. WITHHOLDING OF PAYMENTS

The City may withhold or cause to be withheld from Contractor as much of the accrued payments as necessary to pay laborers and mechanics employed by Contractor, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the work of this Contract, the City may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advance of funds to Contractor until such violations have ceased and until restitution has been made. Payments may also be withheld if Contractor fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of the City.

4. PAYROLLS

A. Contractor shall keep records showing:

1. Name, address and occupation of each worker employed by the Contractor or Subcontractor(s) in the construction of the public work.
2. Actual per diem wages paid to each worker.
3. Employee Certification. Contractor and all levels of Subcontractors, shall identify in writing, the classification agreed to by all laborers and mechanics employed by them in the execution of the Contract, and pay not less than rates specified in the attached Building Construction and Heavy and Highway Wage Rate Schedule(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.
4. Payroll Deduction Authorization Form. Contractor, Subcontractor, and Sub-subcontractor shall prepare for employee signature a payroll deduction authorization form to identify all payroll deductions excluding those required by statute, such as federal income taxes, Medicare and social security.

B. The record shall be open at all reasonable hours to inspection by the officers and agents of the City as requested. Contractor will be responsible to provide copies of records as requested by the City within two (2) working days. Payrolls relating to this work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by Contractor for all laborers and mechanics working on the work.

C. Statement of Compliance

A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by Contractor or subcontractor shall accompany payrolls required by the City. The Statement of Compliance letter shall identify but is not limited to:

1. Name of signatory party and title.
2. Name of Contract, payroll period.
3. Name of Contractor or Subcontractor.

The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.

D. Federal Funding

In the event that federal funding is used:

1. Contractor and all levels of Subcontractors shall submit weekly certified payroll reports and signed wage compliance statements to the City's designated office no later than seven (7) calendar days after the scheduled payday.

**CITY OF AUSTIN
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2. Contractors and all levels of Subcontractors shall pay all “mechanics and laborers” not less often than once per week, for work performed the previous week.
3. Submit to the City’s designated office [Standard Form 1413](#), Statement and Acknowledgement, from each Subcontractor prior to the Subcontractor performing work on the Contract.

5. COMPLAINTS AND PENALTIES

A public body awarding a contract, and an agent or officer of the public body, shall, take cognizance of complaints of all violations of Chapter 2258 Texas Government Code Title 10 or applicable Federal Statutes committed in the execution of the Contract; and withhold money forfeited or required to be withheld under this chapter from the payments to the Contractor under the Contract. A Contractor or Subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the Contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter. Confirmed disciplinary action taken by Contractor against employees who provide information during an interview or investigation by the City on wages received, may result in suspension or debarment from consideration of award of City contracts.

6. AREA PRACTICE

- A. Heavy and Highway Construction Rates shall be used on this Contract, unless the Contract consists primarily of Building Construction and Building Construction Rates are to be used.
 1. Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be “habitable” to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project’s classification.
 2. The determination of Building Construction wage rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.
- B. For contracts that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:
 1. A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway Contract cost.
 2. A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Contract cost.
- C. Split classifications/multiple wage rate schedules: When construction work requires that an employee perform work under multiple classifications or multiple wage scales, the employer must pay that worker (at least) the highest prevailing wage or the employer payroll records must accurately set forth the times spent performing the work of each classification and under each scale. For those contracts that involve both Building Construction and Heavy and Highway trades, the Heavy and Highway wage rates may only be applied to workers when engaged in site work at least five (5) feet beyond the building.

7. TEXAS OPEN RECORDS ACT

Unless covered by an exception to mandatory disclosure under the Texas Public Information Act, Texas Government Code Chapter 552, any and all documents submitted to the City become public records and are, therefore, subject to public disclosure.

**CITY OF AUSTIN
PURCHASING OFFICE
PREVAILING WAGE RATES AND PAYROLL REPORTING**

Wage Rates For This Contract Are Attached

End

Bidding Requirements, Contract Forms Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING
 Section 00830BC

WAGE RATE DETERMINATION

BUILDING CONSTRUCTION TYPE

COUNTY NAME : TRAVIS

Wages based on DOL Prevailing Wage Rate General Decision:TX160323 3/18/2016 TX323 and City of Austin Ordinance #20160324-015

DOL Rate column is for information only. The Total Minimum Wage Rate is derived from the Adjusted Wage Rate Required pursuant to City Ordinance plus the DOL Fringes and can be met using any combination of cash and non-cash qualified fringe benefits, provided the cash component is at least \$13.03/hour.

CLASSIFICATION	DOL RATE for info only	ADJUSTED WAGE RATE REQUIRED pursuant to City Ordinance	DOL FRINGES	TOTAL MINIMUM WAGE RATE REQUIRED
Asbestos Worker/Heat & Frost Insulator (Duct, Pipe, and Mechanical System Insulation)	\$ 21.17	\$ 21.17	\$ 8.77	\$ 29.94
Boilermaker	\$ 23.14	\$ 23.14	\$ 21.55	\$ 44.69
Bricklayer	\$ 20.07	\$ 20.07	\$ -	\$ 20.07
Carpenter	\$ 20.75	\$ 20.75	\$ 7.30	\$ 28.05
Carpenter (Acoustical Ceiling Installation only)	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Carpenter (Form Work Only)	\$ 15.62	\$ 15.62	\$ 0.05	\$ 15.67
Cement Mason/Concrete Finisher	\$ 15.71	\$ 15.71	\$ -	\$ 15.71
Drywall Finisher/Taper	\$ 17.06	\$ 17.06	\$ 4.43	\$ 21.49
Drywall Hanger and Metal Stud Installer	\$ 17.47	\$ 17.47	\$ 3.45	\$ 20.92
Electrical Installer (Sound and Communication Systems, Excluding Wiring)	\$ 18.00	\$ 18.00	\$ 2.30	\$ 20.30
Electrician (Excludes Installation of Sound and Communication Systems)	\$ 27.15	\$ 27.15	\$ 7.88	\$ 35.03
Elevator Mechanic <5 years experience	\$ 37.76	\$ 37.76	\$ 32.25	\$ 70.01
Elevator Mechanic >5 years experience	\$ 37.76	\$ 37.76	\$ 33.01	\$ 70.77
Floor Layer (Carpet)	\$ 21.88	\$ 21.88	\$ -	\$ 21.88
Glazier	\$ 12.83	\$ 13.03	\$ -	\$ 13.03
HVAC Mechanic (HVAC Unit Installation Only)	\$ 23.78	\$ 23.78	\$ 6.89	\$ 30.67
Ironworker, Ornamental	\$ 23.02	\$ 23.02	\$ 6.35	\$ 29.37
Ironworker, Reinforcing	\$ 12.27	\$ 13.03	\$ -	\$ 13.03
Ironworker, Structural	\$ 20.73	\$ 20.73	\$ 5.24	\$ 25.97
*Lead Paint or Asbestos Abatement Worker	*	\$ 13.03	\$ -	\$ 13.03
Laborer, Common or General	\$ 11.44	\$ 13.03	\$ -	\$ 13.03
Laborer, Mason Tender - Brick	\$ 12.22	\$ 13.03	\$ -	\$ 13.03
Laborer, Mason Tender - Cement/Concrete	\$ 11.85	\$ 13.03	\$ -	\$ 13.03
Laborer, Pipelayer	\$ 12.45	\$ 13.03	\$ -	\$ 13.03
Laborer, Roof Tearoff	\$ 11.28	\$ 13.03	\$ -	\$ 13.03

Operator, Backhoe/Excavator/Trackhoe	\$ 19.43	\$ 19.43	\$ 3.49	\$ 22.92
Operator, Bobcat/Skid Steer/Skid Loader	\$ 13.00	\$ 13.03	\$ -	\$ 13.03
Operator, Bulldozer	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Operator, Crane	\$ 34.85	\$ 34.85	\$ 9.85	\$ 44.70
Operator, Drill	\$ 14.50	\$ 14.50	\$ -	\$ 14.50
Operator, Forklift	\$ 16.64	\$ 16.64	\$ 6.26	\$ 22.90
Operator, Grader/Blade	\$ 19.30	\$ 19.30	\$ -	\$ 19.30
Operator, Loader	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Operator, Mechanic	\$ 18.75	\$ 18.75	\$ 5.12	\$ 23.87
Operator, Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	\$ 16.03	\$ -	\$ 16.03
Operator, Roller	\$ 11.25	\$ 13.03	\$ -	\$ 13.03
Painter (Brush, Roller, and Spray, Excludes Drywall Finishing/Taping)	\$ 18.76	\$ 18.76	\$ 6.35	\$ 25.11
Pipefitter (Including HVAC Pipe Installation)	\$ 28.00	\$ 28.00	\$ 11.41	\$ 39.41
Plumber, Excludes HVAC Pipe Installation	\$ 23.57	\$ 23.57	\$ 6.37	\$ 29.94
Roofer	\$ 12.00	\$ 13.03	\$ -	\$ 13.03
*Roofer, Metal	\$ 14.05	\$ 14.05	\$ -	\$ 14.05
Sheet Metal Worker (Including HVAC Duct Installation)	\$ 24.38	\$ 24.38	\$ 13.74	\$ 38.12
Sprinkler Fitter (Fire Sprinklers)	\$ 27.43	\$ 27.43	\$ 22.52	\$ 49.95
Tile Finisher	\$ 11.32	\$ 13.03	\$ -	\$ 13.03
Tile Setter	\$ 16.35	\$ 16.35	\$ -	\$ 16.35
Truck Driver, Dump Truck	\$ 12.39	\$ 13.03	\$ 1.18	\$ 14.21
Truck Driver, Flatbed Truck	\$ 19.65	\$ 19.65	\$ 8.57	\$ 28.22
Truck Driver, Semi-Trailer Truck	\$ 12.50	\$ 13.03	\$ -	\$ 13.03
Truck Driver, Water Truck	\$ 12.00	\$ 13.03	\$ 4.11	\$ 17.14
Waterproofers	\$ 16.30	\$ 16.30	\$ 0.06	\$ 16.36

<http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>

See below for Additional Wage Information.

Note: *Lead Paint & Asbestos Abatement and Roofer, Metal Classifications have been added to this Prevailing Wage Rate Determination pursuant to a City of Austin Prevailing Wage Survey (trades absent from DOL).

The Wage Compliance information detailed below was excerpted from DOL General Decision TX160323 or other sources.

1. Additional Trade information:

Electricians** - Including low voltage wiring for computers, fire/smoke alarms.
Elevator Mechanics*** - also must be paid for 7 holidays - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.
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 upon the advance approval of City of Austin Contract Administration. CONTRACTOR shall submit to City of Austin Contract Administration for review the classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice **prior** to the start of the job for that type of work.

2. Wages

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits paid for by the employer. Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

City of Austin Ordinance No. 20160324-015 requires that construction workers are paid a Minimum Wage of at least \$13.03/hour. The cash portion of their compensation must meet or exceed this amount.

3. Crediting fringe benefit contributions to meet DBA/DBRA and City of Austin requirements:

The Davis-Bacon Act (and 29 CFR 5.23), list fringe benefits to be considered. Examples are:

- > Life Insurance
- > Health Insurance
- > Pension
- > Vacation
- > Holidays
- > Sick Leave

Note: The use of a truck is not a fringe benefit; a Thanksgiving turkey or Christmas bonus is not a fringe benefit. No credit may be taken for any benefit required by federal, state, or local law such as: workers compensation, unemployment compensation; or social security contributions.

Contributions to fringe benefit plans must be made regularly, e.g. daily, weekly, etc. They must be more frequent than quarterly. (see 29 CFR 5.5 (a)(1)(I)) A periodic bonus may not be counted as a fringe benefit.

4. Annualization of Benefit Costs

If a firm provides an electrician with \$200 per month medical insurance, to calculate allowable fringe benefit credit contributions per hour, the formula ([\$200 x 12 months] divided by 2080 hours = \$1.15 per hour) should be used.

5. Proper Designation of Trade

A work classification on the wage decision for each worker must be made based on the actual type of work he/she performed and each worker must be paid no less than the wage rate on the wage decision for that classification **regardless** of his or her level of skill.

6. Split Classification

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified for each classification ONLY if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

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)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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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