



ADDENDUM 2

SUBJECT: Formal Invitation for Bid – Maverick Park 2022 Bond Project, (23-03995), Scheduled to Close: September 30, 2025; Date of Issue: August 29, 2025

FROM: Jaime E. Contreras
Procurement Manager

DATE: September 26, 2025

THIS NOTICE SHALL SERVE AS ADDENDUM NO. 2 - TO THE ABOVE REFERENCED INVITATION FOR BID

The following revisions and/or additions to the Contract Documents, as outlined in this Addendum, shall apply to all submittals and the execution of the applicable portions of the work.

All interested parties and affected trades are required to thoroughly review this Addendum and incorporate its contents into their respective scopes of work.

This Addendum is hereby incorporated into the project requirements and Contract Documents for the referenced project. Bidders must acknowledge receipt of this Addendum in CivCast when downloading. Acknowledgment is a mandatory requirement for bid submission in CivCast.

This Addendum includes the following items and any associated attachments as listed below.

THE ABOVE-MENTIONED INVITATION FOR BID IS HEREBY AMENDED AS FOLLOWS:

1. **UPDATED:** Pursuant to the City of San Antonio City Manager's direction regarding SBEDA ordinance application to certain contracts memo issued on September 10, 2025, the contracting goals for this solicitation have been updated to including **only a twenty percent (20%) Small Business Enterprise (SBE) Contracting Goal**. The memo can be accessed via the following link:
<https://www.sa.gov/files/assets/main/v/1/edd/documents/sbeda-ordinance-memo.pdf>

The SBEDA attachments and forms that have updated on CivCast for this Invitation for Bid are:

- 050.01 SBEDA Guidelines
- Subcontractor/ Supplier Utilization Plan

2. **REVISED:** The following dates have been revised:
 - A. Pre-Bid meeting has been rescheduled for October 2, 2025, at 10:00 AM CT via WebEx. You can access WebEx by phone at **1-415-655-0001** or
<https://sanantonio.webex.com/sanantonio/j.php?MTID=me83dfe609896cef598f158e321342edf> with Access Code: **2335 330 1400**, Password: **nfHvZ9D3Em3**
 - B. The deadline for questions has been extended to October 9, 2025 at 4:00 PM CT.
 - C. The bid submittal deadline has been extended to October 24, 2025, at 2:00 PM CT.

ADMINISTRATIVE CHANGES TO SOLICATION DOCUMENTS

1. REVISIONS SUBMITTED TO WAGE DECISION:
 - a. Current: Heavy and Highway, General Decision Number: TX20250007 01/03/2025
 - b. Revised: Highway, General Decision Number: TX20250291 09/19/2025

Jaime E. Contreras

Jaime E. Contreras
Procurement Manager
Finance Department - Procurement Division

**SMALL BUSINESS ECONOMIC DEVELOPMENT
ADVOCACY (SBEDA) PROGRAM
Maverick Park Improvements
Exhibit 1**

A. SBEDA Program

The City of San Antonio (the “City”) has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2024-12-05-0997 and as amended, also referred to as “SBEDA” or “the SBEDA Program”), which is posted on the City’s Economic Development Department (“EDD”) website page and is also available in hard copy format upon request to the City. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the City pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

B. Affirmative Procurement Initiatives

The City has applied the following contract specific SBEDA Tools, referred to as Affirmative Procurement Initiatives (APIs), to this contract. By submitting its bid, **CONTRACTOR certifies that understands and agrees that failure to submit EITHER a Utilization Plan/Commitment Form (as applicable) showing a commitment to the contracting APIs (when applicable) or a Waiver Request for such contracting APIs may deem Contractor’s response UNRESPONSIVE.** Contractor further understands the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent EDD’s granting of a waiver, the contractor shall hereby acknowledge that its full compliance with the following API terms and conditions are necessary to attain satisfactory performance under this Agreement:

SBE Contracting Program: In accordance with SBEDA Ordinance Section III D. (2), this contract is being awarded pursuant to the SBE Contracting Program. CONTRACTOR agrees to subcontract or self-perform at least **twenty percent (20%)** of its prime contract value to SBEDA eligible, SBE certified firm.

If the Prime CONTRACTOR is a SBEDA eligible, SBE certified firm, then the CONTRACTOR is allowed to self-perform up to the entire contracting goal amount with its own forces. To the extent that the certified Prime CONTRACTOR does not self-perform a portion of the contracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is contracted.

The **Subcontractor/Supplier Utilization Plan (the “UP form”)** required to be submitted by CONTRACTOR with its response for this contract is attached hereto and incorporated by reference into the material terms of this Agreement. The CONTRACTOR must indicate on the UP form the

name(s) of the certified ESBE and SBE Subcontractors it intends to use on this contract, the respective percentages of the total prime contract dollar value to be performed by each, and supporting documentation including a description of each of the listed Subcontractor's scope of work and confirmation of each's commitment to perform such scope of work for an agreed upon dollar amount. **Failure to include a completed, signed copy of the UP Form acknowledging and attaining the contracting goal(s) as required in the solicitation will render a response NON-RESPONSIVE**, unless Respondent has submitted a Contracting Goal Waiver as provided herein.

C. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that a Utilization Plan and Commitment Form are requirements of this solicitation and the resulting contract, if awarded, and that by submitting its Response, Respondent commits to comply with these requirements, unless Respondent has submitted at the time of solicitation one of the following:

A Respondent may request a full or partial waiver of subcontracting goal(s) by submitting a Contracting Goal Waiver Request form (available at <http://www.sanantonio.gov/EDD/Forms.aspx>) with its solicitation response. **NOTE: Failure by a Respondent to submit EITHER a Utilization Plan or a Contracting Goal Waiver Request with its proposal at the time of bid will cause the proposal to be deemed Nonresponsive.**

The Respondent's Waiver request must fully document Subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by the Respondent including, but not limited to, which Subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late waiver requests will not be considered.** More information on the good faith effort criteria is available within the contracting Goal Waiver Request Evaluation Criteria at <http://www.sanantonio.gov/EDD/Forms.aspx>.

Exception Request - A Respondent may request, for good cause, an exception to City's application of the SBEDA Program to the solicitation if the Respondent submits the Exception to SBEDA Program Requirements Request form (available at <http://www.sanantonio.gov/EDD/Forms.aspx>) with its solicitation response. The Respondent's exception request must fully document which of the following exceptions exists: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered. Note: This form may not be used for requesting a waiver of a solicitation's subcontracting goals. A Contracting Goal Waiver Request form must be used for that purpose.**

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy

& Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Economic Development Department and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, Emerging, Small, Minority and/or Woman-Owned Enterprises (E/S/MWBE) firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by EDD, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or EDD investigation (and shall also respond truthfully and promptly to any CITY or EDD inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its subcontractors or suppliers;
3. CONTRACTOR shall permit the EDD, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall notify the EDD, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the EDD.
5. CONTRACTOR shall immediately notify the Originating Department and EDD of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.

6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the EDD determines that a Commercially Useful Function is not actually being performed by the applicable E/S/MWBE firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its E/S/MWBE Subcontractor(s) or joint venture partner(s) toward attainment of E/S/MWBE or utilization goals, and the CONTRACTOR and its listed E/S/MWBE firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to proceed for this project until the CONTRACTOR for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. CITY recommends all Subcontractors to be registered in the CVR.
9. CONTRACTOR acknowledges and agrees that any misrepresentations and/ or changes in declaration of Personal Net Worth (PNW) for the purpose of SBEDA eligibility, for the majority owners, will be grounds for terminating any contract or subcontract which may be awarded; denial or revocation of certification; suspension and debarment; and for initiating action under federal and/or state law concerning false statement, fraud, or other applicable offenses. The Economic Development Department reserves the right to request supporting documentation to confirm an owner's personal net worth is below the limit. Failure to meet or maintain the PNW requirements for the duration of the contract or otherwise comply with the provisions of this eligibility requirement shall be considered a material breach of contract and shall be subject to any penalties and sanctions available under the terms of the SBEDA Ordinance, its contract with the City or by law.

E. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an ESBE, SBE, MBE, WBE, M/WBE, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or

document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;

3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an E/S/MWBE ;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an E/S/MWBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 1\0. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to E/S/MWBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination

of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Definitions

Affirmative Procurement Initiatives (API) – refers to various race- and gender-neutral and race- and gender-conscious program tools that are used to encourage greater prime and subcontractor participation by Small Business Enterprises (SBEs), Emerging Small Business Enterprises (ESBEs), M/WBEs, and Emerging Minority and Woman-Owned Business Enterprises (E/M/WBEs) including evaluation preferences and contracting goals.

Annual Aspirational Goal – annual aspirational percentage goals for overall M/WBE Prime and Subcontractor participation in City contracts for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies Industry Categories. This Annual Aspirational Goal is to be set annually by the EDD based upon the M/WBE availability by Industry Category in accordance with the City's 2023 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its Central Vendor Registry (CVR) system. Annual Aspirational Goals are intended to serve as a benchmark against which to measure the overall effectiveness of the E/S/MWBE Program on an annual basis.

Aspirational Contracting Program - an API in which Respondents/Prime Contractors strive to contract a specified aspirational percentage of the value of total contract dollars to eligible SBEs, ESBEs, M/WBEs, and/or E/M/WBEs (E/S/MWBEs). Such Aspirational Contracting Program goals may be set and applied by the EDD on a contract-by-contract basis to those types of contracts that provide actual or perceived scope of work opportunities for performing Commercially Useful Functions by E/S/MWBEs. Further, a race- and gender-conscious application of the Aspirational Contracting Program shall consider whether the following is true before application:

- (1) There have been ongoing disparities in the utilization of available M/WBEs; and
- (2) Race- and gender-neutral efforts have failed to eliminate persistent and significant disparities in the utilization of M/WBEs in a particular Industry Category or industry segment.

When specified by the EDD, the Aspirational Contracting Program API may require a Respondent/Prime Contractor to demonstrate a Good Faith Effort (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation) toward attainment of the non-mandatory Aspirational Contracting Program goals for E/S/MWBE s. Note that if the Respondent/Prime Contractor is an eligible E/S/MWBE s, then the Respondent/Prime Contractor may self-perform up to the entire E/S/MWBE contracting goal amount with its own forces so long as it possesses the E/S/MWBE certification(s) as the Aspirational Contracting Program goal set on the contract. To the extent that the eligible E/S/MWBE Respondent/Prime Contractor does not self-perform a portion of the E/S/MWBE contracting goal, it shall be responsible for complying with all other requirements of this API, as necessary. Joint venture Respondents/Prime Contractors are permitted to count payments to E/S/MWBE joint venture partner(s) toward self-performance of the Aspirational Contracting Program goal provided such partner(s) has the certification(s) set on the contract.

Award – the final selection of a Respondent for a specified Prime Contract or Subcontractor dollar amount. Contract awards are made by the City to Prime Contractors and by Prime Contractors to Subcontractors, usually pursuant to a solicitation process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are paid to a contractor under an awarded contract).

Best Value Contracting – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent's previous experience and quality of product or services procured, and other factors identified in the applicable statute.

Central Vendor Registration System (CVR) – a electronic system through which the City recommends all prospective Prime Contractors and Subcontractors register if they are ready, willing and able to sell goods or services to the City. All businesses awarded a City contract shall be required to register in the CVR. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR assigned identifiers are also used by the EDD for measuring relative availability of SBE, ESBE, M/WBE, and E/M/WBEs by Industry or commodity codes, and for establishing Annual Aspirational Goals and contract-by-contract Contracting Goals. The CVR is also known as the San Antonio electronic Procurement System (SAePS).

Certification – the process by which the SBD staff determines a firm to be a bona-fide small, minority, woman-owned, or emerging small business enterprise (E/S/MWB). ESBEs are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each status category (e.g., SBE, ESBE, Minority Business Enterprise (MBE), or Woman Business Enterprise (WBE)) for which it is able to satisfy eligibility standards. The SBD staff may contract these services to a Certification agency or other entity. For purposes of Certification, the City may in its discretion accept any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the EDD, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section 111.E.3.

Certification Application - this form shall be completed by vendors when applying for Certification

and/or re-Certification status for participation in the City of San Antonio's E/S/MWBE Program.

City – refers to the City of San Antonio, Texas.

Commercially Useful Function – an SBE, ESBE, M/WBE, and/or E/M/WBE (E/S/MWBE) performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the E/S/MWBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an E/S/MWBE is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the E/S/MWBE is to be paid under the contract is commensurate with the work it is actually performing and the E/S/MWBE credit claimed for its performance of the work, and other relevant factors. Specifically, an E/S/MWBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful E/S/MWBE participation, when in similar transactions in which E/S/MWBEs do not participate, there is no such role performed.

Contracting Program - an API in which Respondents/Prime Contractors are required to make Good Faith Efforts to contract a specified percentage of the value of total contract dollars to eligible SBE, ESBE, M/WBE, and/or E/M/WBEs (E/S/MWBE s). Such Contracting Program goals may be set and applied by the EDD on a contract-by-contract basis to those types of contracts that provide scope of work opportunities for performing Commercially Useful Functions for E/S/MWBE s. Further, a race- and gender-conscious application of the Contracting Program shall consider whether the following is true before application:

- (1) There have been ongoing disparities in the utilization of available M/WBEs; and
- (2) Race- and gender-neutral efforts have failed to eliminate persistent and significant disparities in the utilization of M/WBEs in a particular Industry Category or industry segment.

When specified by the EDD, the Contracting Program API may require a Respondent/Prime Contractor to demonstrate a Good Faith Effort (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of Contracting Program goals for E/S/MWBE s. Note that if the Respondent/Prime Contractor is an eligible E/S/MWBE , then the Respondent/Prime Contractor may self-perform up to the entire E/S/MWBE Contracting Program goal amount with its own forces so long as it possesses the E/S/MWBE certifications as the Contracting Program goal set on the contract. To the extent that the eligible E/S/MWBE Respondent/Prime Contractor does not self-perform a portion of the E/S/MWBE Contracting Program goal, it shall be responsible for complying with all other requirements of this APL Joint venture Respondents/Prime Contractors are permitted to count payments to E/S/MWBE joint venture partner(s) toward self-performance of the Contracting Program goal provided such partner(s) has the certification(s) set on the contract.

Control – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

Economic Inclusion – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

Emerging SBE (ESBE) – a certified SBE whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration and meets the Headquarter requirements as defined herein.

Emerging M/WBE (E/M/WBE) – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration and meets the Headquarter requirements as defined herein.

Evaluation Preference – an API that may be applied by the EDD to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by SBEs and/or ESBEs may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Respondents.

Formal Solicitation – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

Good Faith Efforts – documentation of the Respondent's intent to comply with SBE, ESBE, M/WBE, and/or E/M/WBE (E/S/MWBE) Contracting Program goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent's commitment to comply with E/S/MWBE Program goals as established by the EDD for a particular contract; or (2) documentation of efforts made toward achieving the E/S/MWBE contract goals (e.g., solicitations of bids/proposals/qualification statements from all certified E/S/MWBEs listed in the EDD's directory of eligible E/S/MWBE s; correspondence from certified E/S/MWBEs documenting their unavailability to perform on the contract; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for E/S/MWBE s; documentation of a Prime Contractor's posting of a bond covering the work of certified E/S/MWBE Subcontractors; documentation of efforts to assist E/S/MWBEs with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of E/S/MWBEs in order to identify certified and available E/S/MWBE Subcontractors.)

Graduation - a SBE, ESBE, M/WBE, and E/M/WBE (E/S/MWBE) is longer eligible for the City's E/S/MWBE program when it meets the criteria for graduation set forth in Section III.E.4 of this Ordinance. A firm 's graduation or temporary suspension from the E/S/MWBE program does not necessarily affect its eligibility to be recertified and to participate in the City's E/S/MWBE Program as an E/S/MWBE at a later time, in accordance with recertification procedures found in the SBEDA Policy and Procedures Manual.

Headquarter - the main, centralized location of an entity's executives, management and/or key staff and all its functions to direct and manage the enterprise, including operational decisions and oversight of overall business activities. To qualify for this Program, a SBE, ESBE, M/WBE, and/or E/M/WBE must be headquartered within the Relevant Marketplace.

Independently Owned and Operated – ownership of an SBE, ESBE, M/WBE, and/or E/M/WBE (E/S/MWBE) must be direct, independent and by Individuals only. Ownership of an E/S/MWBE may be by Individuals and/or by other businesses provided the ownership interests in the E/S/MWBE can satisfy the E/S/MWBE eligibility requirements for ownership and Control as specified herein in Section III. E. 3. The E/S/MWBE must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified E/S/MWBE) satisfy the eligibility requirements for E/S/MWBE Certification.

Individual – an adult person that is of legal age of majority in the state of Texas.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

Joint Venture Incentives – an API that provides an incentive for non-E/S/MWBEs to collaborate with SBEs partners in responses to solicitations and performing as a Prime Contractor. The incentive under this API includes Evaluation Preferences that are tied to the percentage of SBE participation in the joint venture. Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

Leases and Concessions - the renting of City-owned space on a contractual basis for the purpose of making a profit by selling a commodity/service.

Minority/Woman Business Enterprise (M/WBE) – firm that is certified as either a Minority Business Enterprise or Woman Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City.

Minority Business Enterprise (MBE) - a legal entity that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51 %) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the Headquarter requirement as defined herein. Unless otherwise stated, the term "MBE" as used in this Ordinance is not inclusive of WBEs.

Minority Group Members - African Americans, Hispanic Americans, Asian Americans and Native

Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African Americans: Persons with origins in any of the black racial groups of Africa.

Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish, or Central and South American origin.

Asian Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the City department for which a solicitation is issued and is primarily responsible for the management of the contract.

Payment – dollars paid to Prime Contractors and/or Subcontractors for City contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts (e.g., up to 20 points out of a total of 100 points assigned for SBE and/or ESBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City for purposes of providing goods or services for the City.

Relevant Marketplace – the geographic market area affecting the E/S/MWBE Program as determined for purposes of collecting data to analyze utilization and availability in the 2023 Disparity Study, and for determining E/S/MWBE eligibility for participation under various programs established by this Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMS), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (invitation for bid, request for qualifications, or request for proposal) and shall include compliance with E/S/MWBE Program requirements, including submission of required Utilization Plan and Commitment Forms or Waivers.

Segmented Contracting Program - the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for contract-by-contract M/WBE Contracting/ Aspirational Program goals on a City contract wherein an overall combined M/WBE Contracting Program goal is accompanied by subsets of one or more smaller goals. Such Segmented M/WBE Contracting Program goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African Americans or Hispanic Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs.

Small Business Economic Development Advocacy (SBEDA) Committee - an eleven-member citizens committee made up of business stakeholders and members of the general business community, and appointed by the City Council as an advisory group to: (a) assist the Director of EDD or designee, the City Manager or designee, and City Council in reviewing the continuing programs for Prime Contractors and Subcontractors that promote SBE, ESBE, M/WBE, and/or E/M/WBE participation; (b) coordinate activities and actions with the City Council Economic and Workforce Development Committee (EWDC) or corresponding committee designated by the Mayor and/or City Council; (c) make recommendations to the Director of EDD or designee, the City Manager or designee, and City Council concerning modifications of such programs and procedures established pursuant to this Ordinance; and (d) evaluate and provide feedback on SBEDA program outcomes and objectives, as listed in this Ordinance (i.e., attainment of Annual Aspirational Goals and Annual Marketing Plan).

Small Business Enterprise (SBE) - a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies), meets the Department of Transportation's personal net worth standard, and meets the Headquarter requirements as defined herein.

Small/Minority/Woman Business Enterprise (E/S/MWBE) Directory - a listing of SBE, ESBE, M/WBE, and/or E/M/WBEs that have been certified for participation in the City's E/S/MWBE Program APIs.

E/S/MWBE Program - the combination of SBE Program, ESBE Program, M/WBE Program, and/or E/M/WBE Program features contained in this Ordinance.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City.

Utilization Plan Documentation - a binding part of the contract which includes the name of all Subcontractors to be utilized in the contract, specifying the SBE, ESBE, M/WBE, and/or E/M/WBE (E/S/MWBE) Certification category for each, as approved by the EDD Director or designee. Additions, deletions or modifications of the utilization amounts or substitutions or deletions of E/S/MWBE Subcontractors requires an amendment to be approved by the EDD Director or designee. Failure to submit this documentation when required by a solicitation, without the submission of a Waiver at the time of bid, may render the proposal Nonresponsive.

Woman Business Enterprises (WBEs) – a legal entity that is organized to engage in for-profit transactions, that is certified for purposes of this Ordinance as being at least fifty-one percent (51 %) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Headquarter requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Ordinance is not inclusive of MBEs.



CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

Solicitation Name:

Maverick Park Improvements

| Evaluation Points | |
|-------------------|--|
| N/A | |
| N/A | |
| N/A | |

☐ No API Applied

No

Mentorship Program Requirement

| Goal(s) Applied | |
|-----------------|---------------------------------|
| 20% | Small Business Enterprise (SBE) |
| N/A | |
| N/A | |
| N/A | |

Please review the following information

1. Prime contractor must list **ALL** certified and non-certified Subcontractors/Suppliers that will be utilized for the entire contract period (see page 2).
2. A Subcontractor/Supplier Utilization Plan that does not satisfy City subcontracting goal(s) placed on this solicitation as noted above, and absent a Subcontracting Goal- Waiver at the time of bid submission (for review by the Economic Development Department) will be deemed NON-RESPONSIVE.
3. For a Prime or Subcontractor to count toward a City required subcontracting goal(s), the Prime or Subcontractor must be SBEDA eligible and have the same certification(s) as the City required subcontracting goal(s).
4. To be SBEDA eligible, a Prime contractor or Subcontractor must be certified as a Small Business Enterprise (SBE) through SCTRCA, must be headquartered in the San Antonio Metropolitan Statistical Area, **AND** each majority owner's personal net worth (PNW) may not exceed \$2.047 million. SBEDA eligibility can be verified through the [Central Vendor Registry/SAePS](https://www.sanantonio.gov/procurement/Become-a-Vendor/Search-COSA-Vendors) at <https://www.sanantonio.gov/procurement/Become-a-Vendor/Search-COSA-Vendors>.
5. Please ensure this utilization plan corresponds with the solicitation you are intending to bid on/respond to as indicated above.

For further clarification, please refer to the SBEDA language in the solicitation documents. You may also contact the Economic Development Department at (210) 207-3922 or by email at SBEDAdocs@sanantonio.gov

As a SBEDA eligible prime (if applicable), I confirm that my personal net worth(PNW) does not exceed \$2.047 million. I hereby affirm that the information on this form is true and complete to the best of my knowledge and belief. I possess internal documentation from all proposed Subcontractors/Suppliers confirming their intent to perform the scope of work for the price and/or percentage indicated, and I also confirm that the SBEDA Eligible Subcontractors/Suppliers listed on this Utilization Plan do not have a PNW that exceeds \$2.047 million. I represent, warrant, assure and guarantee that I have the knowledge and authority to make this declaration on behalf of each business owner and that I have the authority to bind the business to the statements herein. I understand and agree that if awarded a contract, this document shall be attached thereto and become a binding part of the contract.

Prime's Authorized Agent (sign/date)

Name

Title

Economic Development Director or Designee (sign/date)

☐ APPROVED

☐ DENIED

| | | | | | |
|--|--|--|--|--|--|
| PRIME FIRM: <input type="text"/> | | | | Current SCTRCA Certification(s): | |
| SAePS Vendor # <input type="text"/> | | | | <input type="checkbox"/> Emerging Small Business Enterprise <input type="checkbox"/> Not Certified | |
| Work to be performed (NIGP Code and Description) <input type="text"/> | | | | <input type="checkbox"/> Small Business Enterprise SBEDA Eligible? <input type="text"/> | |
| DOLLAR AMOUNT BY PRIME \$ <input type="text"/> | | % OF TOTAL CONTRACT % <input type="text"/> | | <input type="checkbox"/> Woman-Owned Business Enterprise | |
| | | | | <input type="checkbox"/> Minority-Owned Business Enterprise | |
| | | | | Category <input type="text"/> | |
| SUBCONTRACTOR/SUBCONSULTANT UTILIZATION | | | | | |
| List ALL subcontractors/suppliers (certified and non certified) that will be utilized for the entire contract period, excluding possible extensions, renewals, and/or alternates. Use additional pages if necessary. | | | | | |
| Sub: <input type="text"/> | | SAePS Vendor #: <input type="text"/> | | Current SCTRCA Certification(s): | |
| Dollar Amount by Sub \$ <input type="text"/> | | % of Total Contract % <input type="text"/> | | <input type="checkbox"/> Minority-Owned Business Enterprise | |
| Work to be performed (NIGP Code and Description) <input type="text"/> | | | | <input type="checkbox"/> Emerging Small Business Enterprise Category <input type="text"/> | |
| | | | | <input type="checkbox"/> Small Business Enterprise <input type="checkbox"/> Not Certified | |
| | | | | <input type="checkbox"/> Woman-Owned Business Enterprise SBEDA Eligible? <input type="text"/> | |
| Sub: <input type="text"/> | | SAePS Vendor #: <input type="text"/> | | Current SCTRCA Certification(s): | |
| Dollar Amount by Sub \$ <input type="text"/> | | % of Total Contract % <input type="text"/> | | <input type="checkbox"/> Minority-Owned Business Enterprise | |
| Work to be performed (NIGP Code and Description) <input type="text"/> | | | | <input type="checkbox"/> Emerging Small Business Enterprise Category <input type="text"/> | |
| | | | | <input type="checkbox"/> Small Business Enterprise <input type="checkbox"/> Not Certified | |
| | | | | <input type="checkbox"/> Woman-Owned Business Enterprise SBEDA Eligible? <input type="text"/> | |
| Sub: <input type="text"/> | | SAePS Vendor #: <input type="text"/> | | Current SCTRCA Certification(s): | |
| Dollar Amount by Sub \$ <input type="text"/> | | % of Total Contract % <input type="text"/> | | <input type="checkbox"/> Minority-Owned Business Enterprise | |
| Work to be performed (NIGP Code and Description) <input type="text"/> | | | | <input type="checkbox"/> Emerging Small Business Enterprise Category <input type="text"/> | |
| | | | | <input type="checkbox"/> Small Business Enterprise <input type="checkbox"/> Not Certified | |
| | | | | <input type="checkbox"/> Woman-Owned Business Enterprise SBEDA Eligible? <input type="text"/> | |
| Sub: <input type="text"/> | | SAePS Vendor #: <input type="text"/> | | Current SCTRCA Certification(s): | |
| Dollar Amount by Sub \$ <input type="text"/> | | % of Total Contract % <input type="text"/> | | <input type="checkbox"/> Minority-Owned Business Enterprise | |
| Work to be performed (NIGP Code and Description) <input type="text"/> | | | | <input type="checkbox"/> Emerging Small Business Enterprise Category <input type="text"/> | |
| | | | | <input type="checkbox"/> Small Business Enterprise <input type="checkbox"/> Not Certified | |
| | | | | <input type="checkbox"/> Woman-Owned Business Enterprise SBEDA Eligible? <input type="text"/> | |

General Decision Number: TX20250291 09/19/2025

State: Texas

Construction Type: Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | | |
|---|--|--|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | · Executive Order 14026 generally applies to the contract. | |
| | · The contractor must pay all covered workers at least \$17.75 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 2025. | |
| | | |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | · Executive Order 13658 generally applies to the contract. | |
| | · The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025. | |
| | | |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 09/19/2025

SATX2025-004 11/15/2023

| | Rates | Fringes |
|--|----------|---------|
| Agricultural Tractor Operator.... | \$ 19.14 | 0.00 |
| Asphalt Distributor Operator..... | \$ 24.07 | 0.00 |
| Asphalt Paving Machine Operator..... | \$ 22.12 | 0.00 |
| Asphalt Raker..... | \$ 19.40 | 0.00 |
| Boom Truck Operator..... | \$ 27.82 | 0.00 |
| Broom or Sweeper Operator..... | \$ 18.09 | 0.00 |
| Concrete Finisher, Paving and Structures..... | \$ 20.61 | 0.00 |
| Concrete Pavement Finishing Machine Operator..... | \$ 22.81 | 0.00 |
| Concrete Saw Operator..... | \$ 25.97 | 0.00 |
| Crane Operator, Hydraulic 80 tons or less..... | \$ 29.24 | 0.00 |
| Crane Operator, Lattice Boom 80 Tons or Less..... | \$ 26.47 | 0.00 |
| Crane Operator, Lattice Boom Over 80 Tons..... | \$ 28.87 | 0.00 |
| Crawler Tractor Operator..... | \$ 20.92 | 0.00 |
| Directional Drilling Locator..... | \$ 21.39 | 0.00 |
| Directional Drilling Operator.... | \$ 25.19 | 0.00 |
| Electrician..... | \$ 30.54 | 0.00 |
| Excavator Operator, 50,000 pounds or less..... | \$ 22.93 | 0.00 |

| | | |
|--|-------------|------|
| Excavator Operator, Over 50,000 pounds..... | \$ 22.90 | 0.00 |
| Flagger..... | \$ 15.52 ** | 0.00 |
| Form Builder/Setter, Structures..... | \$ 20.63 | 0.00 |
| Form Setter, Paving & Curb..... | \$ 19.18 | 0.00 |
| Foundation Drill Operator, Truck Mounted..... | \$ 24.28 | 0.00 |
| Front End Loader Operator, 3 CY or Less..... | \$ 20.33 | 0.00 |
| Front End Loader Operator, Over 3 CY..... | \$ 20.20 | 0.00 |
| Laborer, Common..... | \$ 17.52 ** | 0.00 |
| Laborer, Utility..... | \$ 19.05 | 0.00 |
| Loader/Backhoe Operator..... | \$ 20.32 | 0.00 |
| Mechanic..... | \$ 26.15 | 0.00 |
| Milling Machine Operator..... | \$ 21.73 | 0.00 |
| Motor Grader Operator, Fine Grade..... | \$ 26.56 | 0.00 |
| Motor Grader Operator, Rough..... | \$ 22.95 | 0.00 |
| Off Road Hauler..... | \$ 17.52 ** | 0.00 |
| Painter, Structures..... | \$ 23.76 | 0.00 |
| Pavement Marking Machine Operator..... | \$ 22.00 | 0.00 |
| Pipelayer..... | \$ 19.23 | 0.00 |
| Reclaimer/Pulverizer Operator.... | \$ 19.05 | 0.00 |
| Reinforcing Steel Worker..... | \$ 22.46 | 0.00 |
| Roller Operator, Asphalt..... | \$ 20.24 | 0.00 |
| Roller Operator, Other..... | \$ 17.52 ** | 0.00 |
| Scraper Operator..... | \$ 17.52 ** | 0.00 |
| Servicer..... | \$ 23.75 | 0.00 |

| | | |
|---|-------------|------|
| Sign Erector..... | \$ 17.52 ** | 0.00 |
| Spreader Box Operator..... | \$ 19.31 | 0.00 |
| Traffic Signal/Light Pole Worker..... | \$ 21.99 | 0.00 |
| Truck Driver Lowboy Float..... | \$ 25.96 | 0.00 |
| Truck Driver, Single Axle..... | \$ 19.70 | 0.00 |
| Truck Driver, Single or Tandem Axle Dump Truck..... | \$ 20.91 | 0.00 |
| Truck Driver, Tandem Axle Tractor with Semi Trailer..... | \$ 21.71 | 0.00 |
| Welder..... | \$ 23.38 | 0.00 |
| Work Zone Barricade Servicer..... | \$ 17.75 | 0.00 |
| ----- | | |

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

<https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch

of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION