



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: GGU0158

COMMODITY/SERVICE DESCRIPTION: RELOCATION OF DISTRIBUTION STEEL POLES LOCATED AT PILOT KNOB

DATE ISSUED: JANUARY 11, 2016

PRE-BID CONFERENCE TIME AND DATE: 9:00 AM (CENTRAL TIME), WEDNESDAY JANUARY 20, 2016

REQUISITION NO.: RQM-1100-15122800236

LOCATION: 10108 FM 812, AUSTIN, TX 78719 (YOU MAY REACH ME BY CELL 512-799-4995 FOR PRE-BID CONFERENCE ONLY).

COMMODITY CODE: 9623930

BID DUE PRIOR TO: 2:00 PM ON FEBRUARY 10, 2016

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

BID OPENING TIME AND DATE: 2:15 PM ON FEBRUARY 10, 2016

GABRIEL GUERRERO

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

BUYER II

Phone: (512) 322-6060

E-Mail: gabriel.guerrero@austinenergy.com

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # GGU0158	Purchasing Office-Response Enclosed for Solicitation # GGU0158
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 2 COPIES OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK, PLUS ATTACHMENTS B - E	8
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to submit to the City a complete Form 1295 “Certificate of Interested Parties” that is signed and notarized prior to contract execution for a contract award requiring council authorization. The full text versions of the * Sections and Form 1295 are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections or Form 1295 from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name _____

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:	GGU0158
PROJECT NAME:	RELOCATION OF DISTRIBUTION STEEL POLES LOCATED AT PILOT KNOB

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ **If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope**

Yes _____ **If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	

Company Name	

Name and Title of Authorized Representative (Print or Type)	

Signature	Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
 (Please duplicate as needed)

SOLICITATION NUMBER:	GGU0158
PROJECT NAME:	RELOCATION OF DISTRIBUTION STEEL POLES LOCATED AT PILOT KNOB

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ **Date** _____ **Director/Deputy Director** _____ **Date** _____

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
(IFB GGU0158)**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 2:00 PM on January 29, 2016 to gabriel.guerrero@austinenergy.com.

2. **PRE-BID CONFERENCE:**

JANUARY 20, 2016 at 9:00 AM (CENTRAL TIME)

10108 FM 812
Austin TX 78719

(YOU MAY REACH ME BY CELL AT 512-799-4995 FOR PRE-BID CONFERENCE ONLY).

3. **INSURANCE:** Insurance is required for this solicitation.

- A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

- B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$1,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

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- (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$1,000,000 bodily injury per person, \$1,000,000 bodily injury per occurrence and at least \$1,000,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Property Insurance:** The Contractor shall provide All Risk Property coverage including, but not limited to, fire, wind, hail, theft, vandalism, and malicious mischief for all real and personal property owned by the City and in the care, custody, and control of the Contractor. The City shall be added to the property policy as a Loss Payee as their interest may appear. At the minimum, All Risk Property coverage shall be no less than \$30,000.00 per transport vehicle.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
4. **PERFORMANCE BOND:**
- A. The Contractor shall provide a Performance Bond in an amount equal to 100% of the Contract amount within ten 10 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
 - B. The Performance Bond shall remain in effect throughout the term of the Contract.
5. **TERM OF CONTRACT:** The Contract shall be in effect until all project completion is determined in writing by AE Project Manager.

**CITY OF AUSTIN
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6. **QUANTITIES:** The quantities listed herein are quantities located at the site as of 12/31/15. Actual poles relocated shall be billed and invoiced as per price on bid sheet (Section 0600).

7. **RELOCATION REQUIREMENTS:**

Current Location:	Days:
Pilot Knob	Monday – Friday 7:00am – 6:00pm
_____	_____
Southeast corner of 10108 FM 812	Saturday – 8:00am – 4:00pm
_____	_____
_____	_____

Destination Location:	Days:
Pilot Knob	Monday – Friday 7:00am – 6:00pm
_____	_____
5 acre tract located on the interior of 10108 FM 812	Saturday – 8:00am – 4:00pm
_____	_____
_____	_____

A. Unless requested by the City, relocating shall not be made on City of Austin recognized legal holidays (see paragraph 51 in Section 0300).

8. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled “Invoices.” Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Energy
Attn:	Stuart Pitts
Address	Town Lake Center, 721 Barton Springs Road
City, State Zip Code	Austin, Texas 78704-1145

B. The Contractor agrees to accept payment by check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract.

C. Payment will be made upon accepted completion of the project.

9. **LIQUIDATED DAMAGES:** Time is of the essence in the performance of the Contract; therefore, the Contractor shall strictly adhere to the Contract delivery schedule. No changes in the delivery schedule shall be effective unless in writing executed by both the City and the Contractor. The parties agree that if, due to no fault of the City, delivery of any material or performance of any service is delayed beyond the time specified in the Contract, the actual damages sustained by the City because of such delay will be uncertain and difficult to determine, and that the reasonable foreseeable damage incurred by the City is hereby stipulated to be \$2,210 per calendar day. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of \$2,210 per calendar day for each calendar day of delay.

**CITY OF AUSTIN
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SUPPLEMENTAL PURCHASE PROVISIONS
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10. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

11. **NON-SOLICITATION:**

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor

12. **STANDARD FOR CHANGE ORDER:**

CHANGE ORDER PROCESS: The following Change Order Process has been implemented to govern acceptance, review, and approval of change orders. The change order process consists of two parts. First, it identifies a set of information that is essential to understanding what a proposed change order will change from the basic requirements of the project, how much it is for, and whether it is authorized by the submitting party. Second, it provides a flow chart of the steps necessary to establish a valid change order that adds value to the project and meets potential audit expectations.

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- A. Required Information for a Change Order: In order for AE Contract Management (CM) to process a proposed change order, the change order submittal must contain the following information:
- i. Change Order Number – A sequential number established by AE CM for change orders it is responsible for processing.
 - ii. Date – A change order submittal date established by the Contractor submitted for approval by AE project manager and AE CM.
 - iii. Project Description – A short description of the work to be performed identifying, at least, the functionality of the change and its benefit to the project.
 - iv. Scope of Work – A detailed discussion which addresses, at a minimum, the tasks to be performed, the obligations of both AE and the Contractor which are necessary to complete the tasks, any testing and test equipment requirements, and any documentation needed to document the in-process work and project completion. Such documentation shall include milestone and resource schedules, progress reports, test plans, and other technical information as required by AE.
 - v. Schedule - A milestone and resource schedule that identifies the steps by which work is initiated and completed, and the personnel, equipment, and subcontractors needed to initiate and complete such work. The schedule should include the dates of required AE CM interface and support to the Contractor's work.
 - vi. Total Proposed Cost to AE – An itemized cost proposals including a breakdown of the total cost the Contractor anticipates incurring to perform the work. It should include all elements of the cost, including Gains & Asset and profit.
 - vii. Payment Terms – No payment will be made in advance of the work. Change orders shall be included with the invoice for the portion of the work performed.
 - viii. Authorized signature of the Contractor's Project Manager or Corporate Officer.
- B. Required Authorizing Signatures of Contractor
- i. Contractor change orders up to \$50,000 in total proposed cost shall have the internal authorizing signature of the Contractor's Project Manager.
 - ii. Contractor change orders exceeding \$50,000 in total proposed cost shall require the internal authorizing signature of a Contractor's Corporate Officer.
 - iii. If necessary a written contract amendment will be processed and signed by both parties.

The information presented here is absolutely the minimum information needed to accept, review, approve, establish funding, and pay for work performed outside the scope of the existing contract.

13. **PROJECT MANAGER:** The following person is designated as Project Manager, and will act as the contact point between the City and the Contractor during the term of the Contract for performance and scope issues:

Austin Energy
Attn: Stuart Pitts

721 Barton Springs Road

Austin, Texas 78704

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Office: 512-322-6143

CONTRACT COMPLIANCE: The following person is designated as Contract Administrator, and will act as the contact point between the City and the Contractor during the term of the Contract for financial and contract compliance issues:

Pre-Contract

Austin Energy

Attn: Ron Ayers

721 Barton Springs Road

Austin, Texas 78704

Office: 512-322-6059

Post-Contract

Austin Energy

Attn: Kelly Jones

721 Barton Springs Road

Austin, Texas 78704

Office: 512-505-3515

*Note: The above listed Project Managers and Contract Compliance Administrator are not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Project Manager and Contract Compliance Administrator is prohibited during the no contact period.

Scope of Work

SOLICITATION NO. IFB GGU0158

Description: *Steel Utility Pole Relocation*

1.0 INTRODUCTION

Austin Energy (AE) is the nation's eighth largest publicly-owned electric utility and a department of the City of Austin. Our mission is to deliver clean, affordable, reliable energy and excellent customer service. AE provides services to more than 448,000 customers and a population of almost one million in the City of Austin, several neighboring cities, unincorporated areas of Travis County, and a portion of Williamson County.

2.0 PURPOSE

AE seeks responses to this Invitation for Bid (IFB) for the provision of steel utility pole relocation services. Relocation services required through this solicitation include pole condition inspection, pole loading, pole transport, pole unloading, pole placement, and pole disposition assessment.

3.0 BACKGROUND

AE currently stores various sizes of steel utility poles on a five acre tract of land located on the southeast corner of 10108 FM 812. A tract of land located approximately 0.5 miles from the current tract, within 10108 FM 812, is being prepared to serve as the new pole storage location. AE is seeking services from qualified Contractors to relocate an estimated 262 steel utility poles of varying sizes from the original storage site to the new storage site. The timing of the relocation of the utility poles is dependent on work being completed through other City departments. For the purpose of a resulting contract, the contract end-date will be defined by the completion of the required services. Project shall be completed within four (4) weeks of Contract execution.

It is **highly suggested** that all interested Contractors attend a pre-bid conference in order to bid on the project. The pre-bid conference will include site visits of the current location and destination location.

PRE-BID CONFERENCE:

JANUARY 20, 2016 at 9:00 AM (CENTRAL TIME)

10108 FM 812

Austin TX 78719

4.0 CONTRACTOR MINIMUM QUALIFICATIONS

Contractor shall have at least two (2) years of demonstrated experience moving poles of this type, size and quantity.

5.0 CONTRACTOR REQUIREMENTS

5.1 Pole Condition Inspection

- 5.1.1 Steel utility poles are considered damage free unless Contractor notifies AE.
- 5.1.2 Contractor shall visually inspect all steel utility poles before loading, transport, unloading and placement.
- 5.1.3 Contractor shall notify AE representative of any damage prior to loading, transport, unloading and placement of poles in designated areas.

5.2 Damages

- 5.2.1 Contractor shall reimburse AE in the event any pole is stolen, damaged or mishandled by the Contractor.
- 5.2.2 Contractor shall take precautions to protect existing structures and property from injury and damage arising from any Contractor's operations to complete the work. If damage is incurred, the Contractor shall make all necessary repairs in a timely manner at no additional cost to AE.

5.3 Pole Loading

- 5.3.1 Contractor shall protect poles from damage while loading, transport, unloading and placement of poles.
- 5.3.2 Contractor shall complete a visual inspection of all equipment on all loads including:
 - 5.3.2.1 Secure harnesses
 - 5.3.2.2 Poles
 - 5.3.2.3 Cables
 - 5.3.2.4 Saddles, Contactors
 - 5.3.2.5 Other major components
- 5.3.3 Contractor shall recalibrate equipment when necessary.
- 5.3.4 Contractor shall notify AE representative of any hazardous loads.
- 5.3.5 Contractor shall move existing support poles to a stock pile, if support poles impede progress.

5.4 Pole Unloading & Placement

- 5.4.1 Contractor shall thoroughly inspect load prior to unloading to determine if the load has shifted, binders or stakes have broken or the load is otherwise hazardous to handling.
- 5.4.2 Contractor shall place the poles in designated piles (bins) per the map provided by AE at start of work. (Attachment C)
- 5.4.3 Poles are currently placed in piles (bins). The piles (bin) are separated based on pole type, length, and diameter. Poles at the current location (Attachment B) will be placed in a corresponding pile (bin) at the destination location (Attachment C). (i.e. Poles in pile 5 at the current location will be placed in pile 5 at the destination location.

6.0 CONTRACTOR'S RESPONSIBILITIES

- 6.1 Contractor shall adhere to all Texas state laws, statutes, regulations and City of Austin ordinances.
- 6.2 Contractor shall provide all necessary supervision, labor, tools, equipment, and

transportation to safely load, transport, unload and place steel utility poles from their current location to the new location.

- 6.3 Contractor shall be responsible for the operation and care of the Contractor's equipment.
- 6.4 Use of vehicles, gin poles, cranes and other equipment in restricted or hazardous areas shall at all times be controlled by the Contractor and Contractor's employees.
- 6.5 Contractor shall consider all equipment to be energized. All mobile cranes and derricks must be effectively grounded when being moved or operated in close proximity to energized lines or equipment.

7.0 AE'S RESPONSIBILITIES

- 7.1 AE will verify the quantity of poles to be moved prior to execution of work. The quantity of poles listed in the Bid Sheet (Section 0600) is approximate.
- 7.2 AE will provide site maps for both the pick-up and drop-off locations that will include pile location (bin location) information.
- 7.3 AE will be responsible for identifying all restricted or hazardous areas to the Contractor.
- 7.4 AE will have a representative available during normal business hours.
- 7.5 AE representative will verify Contractor placed poles in the correct pile as indicated on destination pile (bin) location map.

8.0 ATTACHMENTS

Attachment B – Current (Pick-up) Location Pile Map

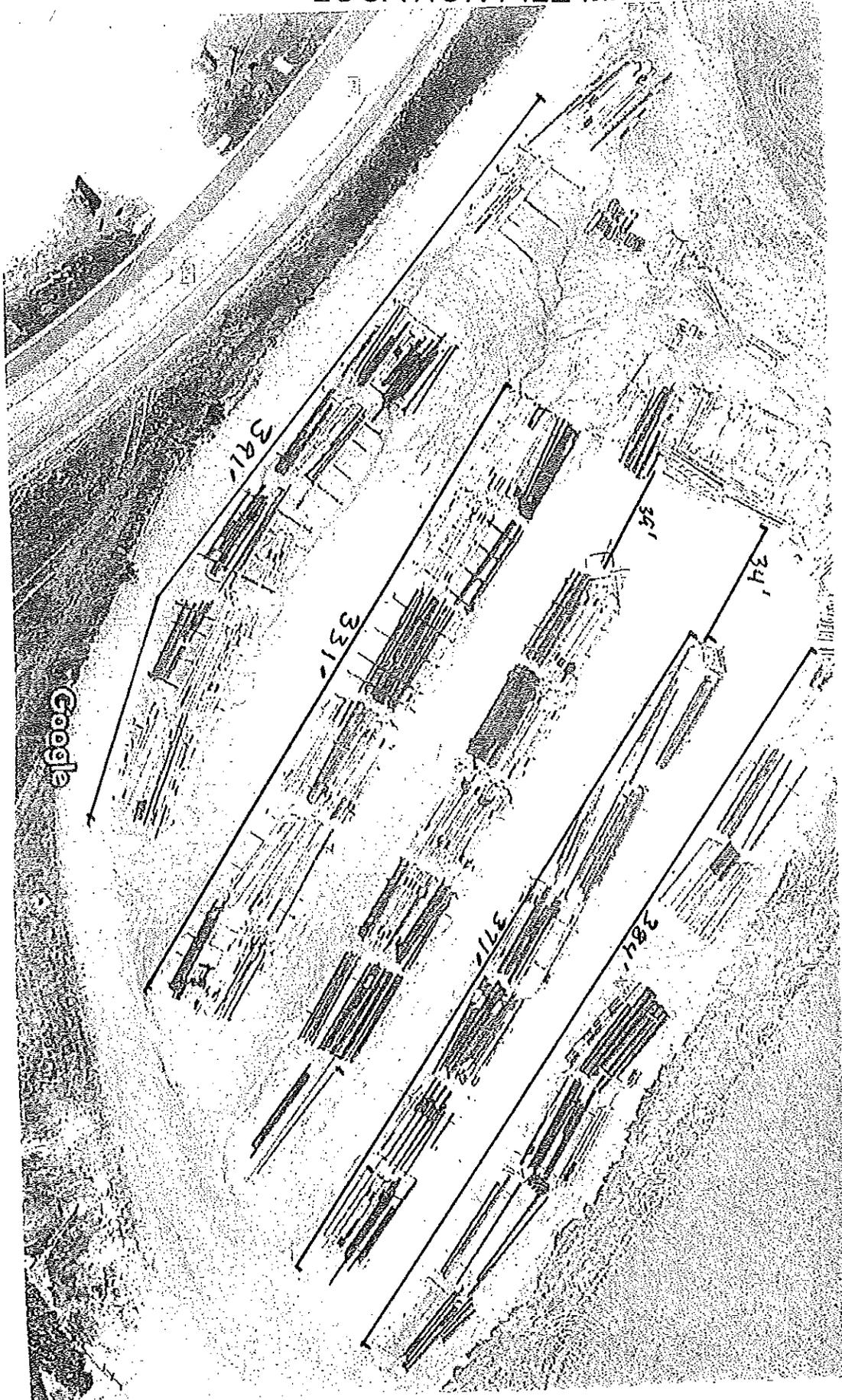
Attachment C – Destination (Drop-off) Location Pile Map

Attachment D - Pilot Knob Pole Weights

Attachment E – Traffic Plan

ATTACHMENT B - CURRENT (PICK-UP)

LOCATION PILE MAP



Google Maps 7319 FM973

Piles - Post to Post 40'
Poles Support 12' 24' 36'
Roads 27'17

OLD PLOT

ATTACHMENT C - DESTINATION (DROP-OFF)

LOCATION PILE MAP



Google Maps 7319 FM973 BINS FOR THE NEW PLOT

ATTACHMENT D - PILOT KNOB POLE WEIGHTS

Item Number	Description	Bin Number	Current Balance	Tube 1	Tube 2	Weight per tube	Weight per tube	Weight	Weight times number of poles
1127	POLE STL GALV 50 FT LD-10 SPEC E-1114	PK PILE 17	19					2,173	41,287
1128	POLE STL GALV 50 FT LD-2 SPEC# E-1114	PK PILE 10	9					1,202	10,818
1128	POLE STL GALV 50 FT LD-2 SPEC# E-1114	PK PILE 34	2					1,202	2,404
1129	POLE STL GALV 50 FT LD-4 SPEC# E-1114	PK PILE 9	11					1,382	15,202
1130	POLE STL GALV 50 FT LD-6 SPEC# E-1114	PK PILE 25	5					1,675	8,375
1130	POLE STL GALV 50 FT LD-6 SPEC# E-1114	PK PILE 34	5					1,675	8,375
1131	POLE STL GALV 50 FT LD-8 SPEC# E-1114	PK PILE 16	1					1,981	1,981
1131	POLE STL GALV 50 FT LD-8 SPEC# E-1114	PK PILE 23	2					1,981	3,962
1132	POLE STL GALV 55 FT LD-10 SPEC# E-1114	PK PILE 11	0					2,475	0
1133	POLE STL GALV 55 FT LD-2 SPEC# E-1114	PK PILE 7	3					1,355	4,065
1134	POLE STL GALV 55 FT LD-4 SPEC# E-1114	PK PILE 7	5					1,562	7,810
1135	POLE STL GALV 55 FT LD-6 SPEC# E-1114	PK PILE 13	16					1,899	30,384
1136	POLE STL GALV 55 FT LD-8 SPEC# E-1114	PK PILE 12	21					2,251	47,271
1137	POLE STL GALV 60 FT LD-10 SPEC# E-1114	PK PILE 5	2	40'	23.25'	1,766	1,027	2,793	5,586
1138	POLE STL GALV 60 FT LD-2 SPEC# E-1114	PK PILE 6	2	43'	19.25'	1,047	468	1,515	3,030
1139	POLE STL GALV 60 FT LD-4 SPEC# E-1114	PK PILE 6	1	42.5'	20'	1,190	560	1,750	1,750
1140	POLE STL GALV 60 FT LD-6 SPEC# E-1114	PK PILE 6	2	40'	22.5'	1,365	768	2,133	4,266
1141	POLE STL GALV 60 FT LD-8 SPEC# E-1114	PK PILE 26	1	40'	23'	1,610	925	2,535	2,535
1141	POLE STL GALV 60 FT LD-8 SPEC# E-1114	PK PILE 5	1	40'	23'	1,610	925	2,535	2,535
1142	POLE STL GALV 65 FT LD-10 SPEC# E-1114	PK PILE 3	1	40'	28.25'	1,833	1,294	3,127	3,127
1143	POLE STL GALV 65 FT LD-2 SPEC# E-1114	PK PILE 4	2	43'	24.25'	1,075	606	1,681	3,362
1144	POLE STL GALV 65 FT LD-4 SPEC# E-1114	PK PILE 4	2	42.5'	25'	1,225	721	1,946	3,892
1145	POLE STL GALV 65 FT LD-6 SPEC# E-1114	PK PILE 3	2	40'	27.5'	1,409	969	2,378	4,756
1148	POLE STL GALV 70 FT LD-2 SPEC# E-1114	PK PILE 2	3	53'	19.25'	1,359	493	1,852	5,556
1305	POLE STL GALV 40 FT LD-4 SPEC# E-1114	PK PILE 18	2					1,127	2,254
1309	POLE STL GALV 45 FT LD-2 SPEC# E-1114	PK PILE 18	1					1,015	1,015
1310	POLE STL GALV 45 FT LD-4 SPEC# E-1114	PK PILE 26	0					1,305	0
1311	POLE STL GALV 45 FT LD-6 SPEC# E-1114	PK PILE 26	0					1,587	0
1313	POLE STL GALV 45 FT LD-10 SPEC# E-1114	PK PILE 18	0					2,045	0
1757	POLE STEEL WEATHERING LD-2 SPEC E-1541T 40 FT	PK PILE 18	5					994	4,970
1758	POLE WEATHERING LD-2 SPEC E-1541T 45 FT	PK PILE 18	3					1,015	3,045
1759	POLE STEEL WEATHERING LD-2 SPEC E-1114 50 FT	PK PILE 10	1					1,202	1,202
1759	POLE STEEL WEATHERING LD-2 SPEC E-1114 50 FT	PK PILE 24	1					1,202	1,202
1759	POLE STEEL WEATHERING LD-2 SPEC E-1114 50 FT	PK PILE 28	1					1,202	1,202
1760	POLE STEEL WEATHERING LD-2 SPEC E-1541T 55 FT	PK PILE 7	4					1,355	5,420
1761	POLE STEEL WEATHERING LD-2 SPEC E-1541T 60 FT	PK PILE 24	2	43'	19.25'	1,047	468	1,515	3,030
1761	POLE STEEL WEATHERING LD-2 SPEC E-1541T 60 FT	PK PILE 26	1	43'	19.25'	1,047	468	1,515	1,515
1761	POLE STEEL WEATHERING LD-2 SPEC E-1541T 60 FT	PK PILE 6	1	43'	19.25'	1,047	468	1,515	1,515
1762	POLE SELF WEATHERING 65FT LD-2 SPEC E-1541T	PK PILE 26	1	43'	24.25'	1,075	606	1,681	1,681
1762	POLE SELF WEATHERING 65FT LD-2 SPEC E-1541T	PK PILE 4	3	43'	24.25'	1,075	619	1,681	5,043
1764	POLE SELF WEATHERING 40FT LD-4 SPEC E-1541T	PK PILE 18	1					1,127	1,127
1765	POLE SELF WEATHERING 45FT LD-4 SPEC E-1541T	PK PILE 27	1					1,305	1,305
1766	POLE SELF WEATHERING 50FT LD-4 SPEC E-1541T	PK PILE 27	0					1,382	0
1766	POLE SELF WEATHERING 50FT LD-4 SPEC E-1541T	PK PILE 31	0					1,382	0
1766	POLE SELF WEATHERING 50FT LD-4 SPEC E-1541T	PK PILE 9	9					1,382	12,438
1767	POLE SELF WEATHERING 55FT LD-4 SPEC E-1541T	PK PILE 25	0					1,562	0

ATTACHMENT D - PILOT KNOB POLE WEIGHTS

1767	POLE SELF WEATHERING 55FT LD-4 SPEC E-1541T	PK PILE 31	0					1,562	0
1767	POLE SELF WEATHERING 55FT LD-4 SPEC E-1541T	PK PILE 7	1					1,562	1,562
1768	POLE SELF WEATHERING 60FT LD-4 SPEC E-1541T	PK PILE 6	2	42.5'	20'	1,190	560	1,750	3,500
1769	POLE SELF WEATHERING 65FT LD-4 SPEC E-1541T	PK PILE 4	0	42.5'	25'	1,225	721	1,946	0
1770	POLE SELF WEATHERING 70FT LD-4 SPEC E-1541T	PK PILE 24	0	53'	19.5'	1,359	493	2,148	0
1772	POLE SELF WEATHERING 45FT LD-6 SPEC E-1541T	PK PILE 18	1					1,587	1,587
1773	POLE SELF WEATHERING 50FT LD-6 SPEC E-1541T	PK PILE 15	4					1,675	6,700
1773	POLE SELF WEATHERING 50FT LD-6 SPEC E-1541T	PK PILE 24	2					1,675	3,350
1773	POLE SELF WEATHERING 50FT LD-6 SPEC E-1541T	PK PILE 30	4					1,675	6,700
1774	POLE SELF WEATHERING 55FT LD-6 SPEC E-1541T	PK PILE 13	2					1,899	3,798
1774	POLE SELF WEATHERING 55FT LD-6 SPEC E-1541T	PK PILE 23	1					1,899	1,899
1774	POLE SELF WEATHERING 55FT LD-6 SPEC E-1541T	PK PILE 30	4					1,899	7,596
1774	POLE SELF WEATHERING 55FT LD-6 SPEC E-1541T	PK PILE 36	1					1,899	1,899
1775	POLE SELF WEATHERING 60FT LD-6 SPEC E-1541T	PK PILE 6	2	40'	22.5'	1,365	768	2,133	4,266
1776	POLE SELF WEATHERING 65FT LD-6 SPEC E-1541T	PK PILE 3	2	40'	27.5'	1,409	969	2,378	4,756
1779	POLE SELF WEATHERING 45FT LD-8 SPEC E-1541T	PK PILE 18	0					1,881	0
1780	POLE SELF WEATHERING 50FT LD-8 SPEC E-1541T	PK PILE 16	13					1,981	25,753
1780	POLE SELF WEATHERING 50FT LD-8 SPEC E-1541T	PK PILE 18	0					1,981	0
1780	POLE SELF WEATHERING 50FT LD-8 SPEC E-1541T	PK PILE 29	0					1,981	0
1781	POLE SELF WEATHERING 55FT LD-8 SPEC E-1541T	PK PILE 12	6					2,251	13,506
1782	POLE SELF WEATHERING 60FT LD-8 SPEC E-1541T	PK PILE 26	1	40'	23'	1,610	925	2,535	2,535
1782	POLE SELF WEATHERING 60FT LD-8 SPEC E-1541T	PK PILE 5	1	40'	23'	1,610	925	2,535	2,535
1783	POLE SELF WEATHERING 65FT LD-8 SPEC E-1541T	PK PILE 3	2	40'	28'	1,666	1,166	2,832	5,664
1787	POLE SELF WEATHERING 50FT LD-10 SPEC E-1541T	PK PILE 19	13					2,173	28,249
1787	POLE SELF WEATHERING 50FT LD-10 SPEC E-1541T	PK PILE 24	1					2,173	2,173
1787	POLE SELF WEATHERING 50FT LD-10 SPEC E-1541T	PK PILE 29	1					2,173	2,173
1788	POLE SELF WEATHERING 55FT LD-10 SPEC E-1541T	PK PILE 1	1					2,475	2,475
1788	POLE SELF WEATHERING 55FT LD-10 SPEC E-1541T	PK PILE 11	8					2,475	19,800
1789	POLE SELF WEATHERING 60FT LD-10 SPEC E-1541T	PK PILE 5	5	40'	23.25'	1,766	1,027	2,793	13,965
1790	POLE SELF WEATHERING 65FT LD-10 SPEC E-1541T	PK PILE 3	4	40'	28.25'	1,833	1,294	3,127	12,508
15819	POLE STEEL GALVANIZED LD-4 SPEC E-1114, 75 FT LGTH	PK PILE 2	1	53'	24.5'	1,773	819	2,592	2,592
15837	POLE STEEL GALVANIZED LD-6 SPEC E-1114 75FT LENGTH	PK PILE 2	1	45'	32.5'	1,860	1,343	3,203	3,203
21956	POLE STL WEATHERING 50 FT DEAD END LD MOD DE	PK PILE 20	2					3,575	7,150
21956	POLE STL WEATHERING 50 FT DEAD END LD MOD DE	PK PILE 23	2					3,575	7,150
21956	POLE STL WEATHERING 50 FT DEAD END LD MOD DE	PK PILE 24	3					3,575	10,725
21956	POLE STL WEATHERING 50 FT DEAD END LD MOD DE	PK PILE 33	2					3,575	7,150
21956	POLE STL WEATHERING 50 FT DEAD END LD MOD DE	PK PILE 35	2					3,575	7,150
22218	POLE STL GALV 50FT EL MOD DE	PK PILE 31	4					3,575	14,300
22340	POLE STEEL SELF WEATHER LD-MOD SPEC E1114 55 FT LENGTH	PK PILE 33	2					4,145	8,290
22341	POLE STEEL SELF WEATHER LD-MOD SPEC E1114 60 FT LENGTH	PK PILE 31	0	60'				4,760	0
22342	POLE STEEL GALVANIZED LD-MOD SPEC E-1114 55 FT LENGTH	PK PILE 28	1					4,145	4,145
22342	POLE STEEL GALVANIZED LD-MOD SPEC E-1114 55 FT LENGTH	PK PILE 34	2					4,145	8,290
22343	POLE STEEL GALVANIZED LD-MOD SPEC E-1114 60 FT LENGTH	PK PILE 1	2		Should be (1) 60' Tube			4,760	9,520
TBD	POLE STEEL SELF WEATHER 80 FT LENGTH	TBD	1					3,416	3,416

262

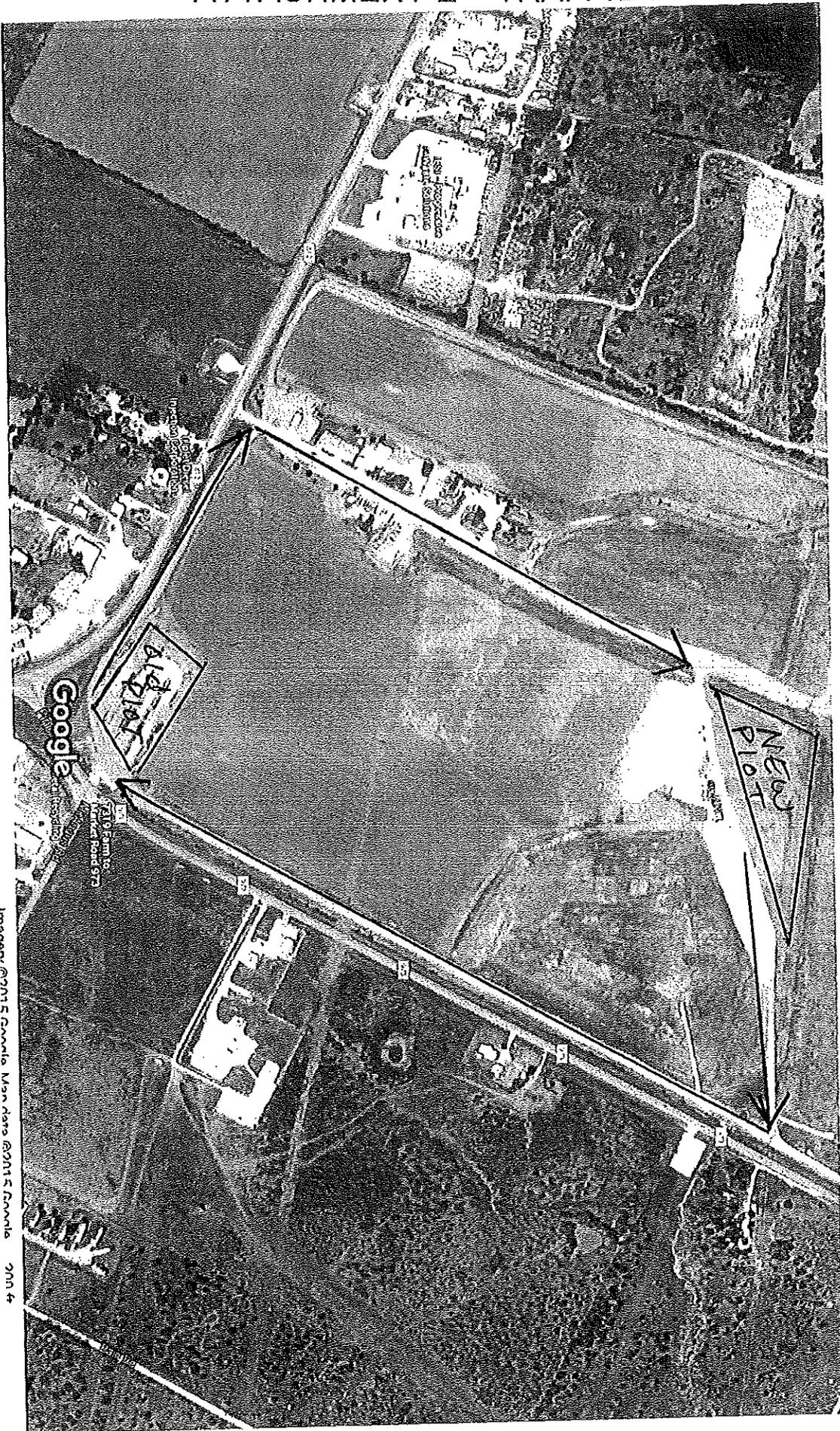
yellow=multiple section make 1 pole

542,323

271

ATTACHMENT E - TRAFFIC PLAN

Go gle Maps 7319 FM973



BID SHEET
CITY OF AUSTIN
STEEL UTILITY POLE RELOCATION
SOLICITATION: IFB GGU0158 BUYER: GABRIEL GUERRERO

Special Instructions: Price shall be inclusive of all costs. Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid. All pages of the bid sheet must be submitted.

ITEM	ITEM DESCRIPTION [Reference the Scope of Work (Section 0500)]	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	40 foot pole	8	Per Pole		
2	45 foot pole	6	Per Pole		
3	50 foot pole	119	Per Pole		
4	55 foot pole	78	Per Pole		
5	60 foot pole	2	Per Pole		
6	80 foot pole	1	Per Pole		
6	40 ft and 22.5 ft (sections of poles that must be moved together)	4	Per complete pole		
7	40 ft and 23 ft (sections of poles that must be moved together)	4	Per complete pole		
8	40 ft and 23.25 ft (sections of poles that must be moved together)	7	Per complete pole		
9	40 ft and 27.5 ft (sections of poles that must be moved together)	4	Per complete pole		
10	40 ft and 28 ft (sections of poles that must be moved together)	2	Per complete pole		
11	40 ft and 28.25 ft (sections of poles that must be moved together)	5	Per complete pole		
12	42.5 ft and 20 ft (sections of poles that must be moved together)	3	Per complete pole		
13	42.5 ft and 25 ft (sections of poles that must be moved together)	2	Per complete pole		
14	43 ft and 19.25 ft (sections of poles that must be moved together)	6	Per complete pole		
15	43 ft and 24.25 ft (sections of poles that must be moved together)	6	Per complete pole		
16	45 ft and 32.5 ft (sections of poles that must be moved together)	1	Per complete pole		
17	53 ft and 19.25 ft (sections of poles that must be moved together)	3	Per complete pole		
18	53 ft and 24.5 ft (sections of poles that must be moved together)	1	Per complete pole		
TOTAL BID					

COMPANY NAME: _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE _____
PRINTED NAME: _____
EMAIL ADDRESS: _____

DATE: _____