

Bidding Requirements, Contract Forms and Conditions of the Contract
ADDENDUM
Section 00900

ADDENDUM No. 1

Date July 12, 2013

City of Austin

Project Name Davis Water Treatment Plant Chemical Feed System Improvements Bid Package 2: Lime Slaker / Lime Slurry Feed System Improvements C.I.P. No. 2015.047

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated June 24, 2013. Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

A. Project Manual Revisions:

- 1) Delete "Table of Contents" in its entirety, and replace with the attached "Table of Contents".
- 2) Delete Section 00020, "Invitations for Bids" in its entirety, and replace with the attached Section 00020, "Invitations for Bids".
- 3) Delete Section 00300L, "Lump Sum Bid Form" in its entirety, and replace with the attached Section 00300L, "Lump Sum Bid Form".
- 4) Add attached Section 00820, "Modifications to Bidding Requirements and Contract Forms".
- 5) Delete Section 00830BC, "Wage Rates and Payroll Reporting" in its entirety, and replace with the attached Section 00830BC, "Wage Rates and Payroll Reporting".
- 6) Delete Section 01030, "Alternate Bid Items" in its entirety, and replace with the attached Section 01030, "Alternate Bid Items".
- 7) Add attached Section 01353, "Construction Equipment Emissions Reduction Plan".

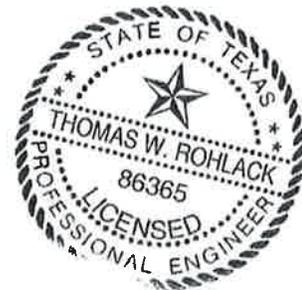
This addendum consists of 20 page(s)/sheet(s).

Paulinda Mackie 7/16/13

Approved by OWNER

h w h 7/12/13

Approved by ENGINEER/ARCHITECT



END

**Document
Number**

Title

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END

Bidding Requirements, Contract Forms and Conditions of the Contract
INVITATION FOR BIDS
Section 00020

Following is a summary of information for this Project. Bidder is cautioned to refer to other sections of the Project Manual, Drawings and Addenda (Bid Documents) for further details.

The City of Austin, hereafter called OWNER, is requesting sealed written Bids for furnishing all labor, materials, equipment, supervision, and incidentals, and for performing all Work required for the following Project:

Davis Water Treatment Plant Chemical Feed System Improvements Bid Package 2: Lime Slaker / Lime Slurry Feed System Improvements

Located at: 3500 West 35th Street, Austin, Texas 78703

CIP ID# 2015.047 IFB# 6100 CLMC447

The Work consists of demolition and replacement of existing lime slaker systems and appurtenances including slakers, volumetric feeders, slurry piping and valves, and flooring improvements. The project also includes electrical, instrumentation and controls, and miscellaneous appurtenances associated with the operation of these systems.

Bid Documents may be obtained at One Texas Center, 505 Barton Springs Road, Ste. 760, Austin, TX 78704. Copies will be available in CD format at no cost.

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so that they will receive any addenda or clarification issued by the Owner.

Sealed Bids will be received at the Contract Management Department, 105 W. Riverside Dr., Suite 210, Austin, Texas 78704 and then publicly opened and read aloud in the **SUITE 210 Conference Room**.

ALL BIDS ARE DUE PRIOR TO (Austin time) August 1, 2013, 11:00 a.m.

ALL COMPLIANCE PLANS ARE DUE PRIOR TO (Austin time) August 1, 2013, 3:00 p.m.

BIDS WILL BE OPENED AT (Austin time) August 1, 2013, 3:00 p.m.

ALL BIDS AND COMPLIANCE PLANS NOT RECEIVED PRIOR TO THE DATE AND TIME SET FORTH ABOVE WILL NOT BE ACCEPTED FOR CONSIDERATION. The time stamp clock in **SUITE 210** is the time of record and is verified with www.time.gov, the official U.S. time.

All CONTRACTORS must be registered to do business with OWNER prior to submission of a Bid. All Subcontractors must be registered with the OWNER prior to execution of a contract. Prime Contractors are responsible for ensuring that their Subcontractors are registered as vendors with the City of Austin. Registration can be done through the OWNER's on-line Vendor Registration system. Log onto <https://www.ci.austin.tx.us/vss/Advantage> and follow the directions.

All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapter 2-9-A of the City Code, as amended. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) or Disadvantaged Business Enterprises (DBEs) full opportunity to participate in all City contracts. Goals for MBE/WBE or DBE participation are stated for each solicitation. Information on achieving the goals or documenting good faith efforts to achieve the goals are contained in the MBE/WBE Procurement Program Package or DBE Procurement Program Package attached to the solicitation. When goals are established, Bidders are required to complete and return the MBE/WBE or DBE Compliance Plan with their Bid. If a Compliance Plan is not submitted prior to the date and time set forth in the solicitation, the Bid will not be accepted for consideration. (See Section 00820 for MBE/WBE requirements on "no goal" solicitations.)

All Bids shall be accompanied by an acceptable Bid guaranty in an amount of not less than five percent (5%) of the total Bid, as specified in Section 00100, Instructions To Bidders.

Performance and payment bonds when required shall be executed on forms furnished by OWNER. Each bond shall be issued in an amount of one hundred percent (100%) of the Contract Amount by a solvent corporate surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law.

Minimum insurance requirements are specified in Section 00810, Supplemental General Conditions.

Minimum wage rates have been established and are specified in Section 00830, Wage Rates and Payroll Reporting.

Contract Time is of the essence and all Work shall be substantially completed within 220 Calendar Days after date specified in the Notice to Proceed, in accordance with the Bid Form, Section 00300. Final completion shall be achieved within 30 Calendar Days after substantial completion. Liquidated damages are \$800 per Calendar Day for failure to substantially complete the work and \$540 per Calendar Day for failure to achieve final completion within 30 Calendar Days after substantial completion, in accordance with the Bid Form, Section 00300.

OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bid).

A mandatory Pre-Bid Conference will be held on July 2, 2013 at 9:00 a.m.
(date) (time)

(Austin time) at Davis Water Treatment Plant, 3500 West 35th, Austin, Texas 78703.
(location)

Attendance is mandatory unless otherwise stated. Bidders must attend any mandatory Pre-Bid Conference and are encouraged to attend any non-mandatory Pre-Bid Conference to ensure their understanding of Owner's bidding and contracting requirements, particularly MBE/WBE Procurement Program requirements. If the Pre-Bid Conference is mandatory the Bidder must arrive and sign-in within fifteen (15) minutes of the scheduled start time of the meeting, otherwise the Bidder will not be allowed to submit a Bid for the project.

The persons listed below may be contacted for information regarding the Invitation for Bid. If the Bidder contacts any other City employee, including Council Members and members of Boards and Commissions, the Bidder may be found in violation of Ordinance No. 20111110-052, dated November 10, 2011, regarding Anti-Lobbying and Procurement. The text of that Ordinance may be viewed at <http://www.cityofaustin.org/edims/document.cfm?id=161145>.

AUTHORIZED CONTACT PERSONS

PROJECT MANAGER: Paulinda Mackie, PMP, telephone (512)974-7974,

email paulinda.mackie@austintexas.gov

CONTRACT COMPLIANCE REP.: Mary Lou Ochoa, telephone (512)974-7215,

email marylou.ochoa@austintexas.gov

END

Bidding Requirements, Contract Forms and Conditions of the Contract
LUMP SUM BID FORM
 Section 00300L

City Manager
 Austin, Texas

The undersigned, in compliance with the Invitation for Bids for construction of the following Project: Davis Water Treatment Plant Chemical Feed System Improvements Bid Package 2: Lime Slaker / Lime Slurry Feed System Improvements (CIP ID# 2015.047) (IFB# 6100 CLMC447) for the City of Austin, Texas, having examined the Project Manual, Drawings and Addenda, the site of the proposed Work and being familiar with all of the conditions surrounding construction of the proposed Project, having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual, Drawings and Addenda within the time indicated for the lump sum price of:

BASE BID..... = \$ _____
 Figures

ALTERNATE NO. 1: Demolition and Replacement of Lime Slaker System #3 = \$ _____
 Figures

ALTERNATE NO. 2: Demolition and Replacement of Lime Slaker System #4 = \$ _____
 Figures

TOTAL BID (Base Bid Plus Alternates 1 & 2)..... = \$ _____
 Figures

Notes:

1. For information pertaining to Bid alternate prioritization, see Section 00820.
2. For a more detailed explanation of Bid alternates, see Section 01030.

BID GUARANTY: A Bid guaranty must be enclosed with this Bid , as required in Section 00020 or Section 00020S, in the amount of not less than five percent (5%) of the total Bid. Following the Bid opening, submitted Bids may not be withdrawn for a period of 90 Calendar Days. Award of Contract will occur within this period, unless mutually agreed between the parties. The Bid guaranty may become the property of the OWNER, or the OWNER may pursue any other action allowed by law, if:

- Bidder withdraws a submitted Bid within the period stated above;
- Bidder fails to submit the required post Bid information within the period specified in Section 00020S or 00100, or any mutually agreed extension of that period; or
- Bidder fails to execute the Contract and furnish the prescribed documentation (bonds, insurance, etc.) needed to complete execution of the Contract within five (5) Calendar Days after notice of award, or any mutually agreed extension of that period.

TIME OF COMPLETION: The undersigned Bidder agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the OWNER and to **substantially** complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within **two-hundred twenty (220) Calendar Days**. **If a Substantial Completion date has been specified, the Bidder further agrees to reach Final Completion within thirty (30) Calendar Days after Substantial Completion as required by the Project Manual, Drawings and Addenda for the work.** The Bidder further agrees that should the Bidder fail to **substantially** complete the Work or to **finally** complete the Work within the number of days indicated in the Bid or as subsequently adjusted, Bidder shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the OWNER elects to pursue any other action allowed by law.

WAIVER OF ATTORNEY FEES: In submitting its bid, in consideration for the waiver of its right to attorney's fees by the OWNER, the Bidder knowingly and intentionally agrees to and shall waive the right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to any Contract awarded pursuant to this solicitation process.

LIQUIDATED DAMAGES: The Bidder understands and agrees that the timely completion of the described Work is of the essence. The Bidder and OWNER further agree that the OWNER's actual damages for delay caused by failure to timely complete the Project are difficult, if not impossible to measure. However, with respect to the additional administrative and consultant costs to be incurred by OWNER, the reasonable estimate of such damages has been calculated and agreed to by OWNER and Bidder. Therefore, the Bidder and the OWNER agree that for each and every **Calendar Day** the Work or any portion thereof, remains incomplete after the **Substantial Completion** date as established by the above paragraph, "Time of Completion", payment will be due to the Owner in the amount of **eight hundred dollars (\$800) per Calendar Day** as liquidated damages, not as a penalty, but for delay damages to the OWNER. **If both Substantial and Final Completion dates have been specified, the Bidder and the OWNER further agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the Final Completion date as established by the above paragraph, "Time of Completion", payment will be due to the OWNER in the amount of five hundred and forty dollars (\$540) per Calendar Day as liquidated damages, not as a penalty, but for delay damages to the OWNER.** Such amount shall be deducted by the OWNER from any Contract payment due. In the event of a default or breach by the CONTRACTOR and demand is made upon the surety to complete the project, in accordance with the Contract Documents, the surety shall be liable for liquidated damages pursuant to the Contract Documents in the same manner as the CONTRACTOR would have been.

OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidders).

The undersigned acknowledges receipt of the following addenda:

- Addendum No. 1 dated _____ Received _____
- Addendum No. 2 dated _____ Received _____
- Addendum No. 3 dated _____ Received _____
- Addendum No. 4 dated _____ Received _____
- Addendum No. 5 dated _____ Received _____

Secretary, *if Bidder is a Corporation

Bidder

(Seal)

Authorized Signature

Title

Date

Address

Telephone Number / FAX Number

Email Address for Person Signing Bid

Email Address for Bidder's Primary Contact Person

* Copy of Corporate Resolution and minutes with certificate of officer of Bidder as to authority of signatory to bind Bidder is to be signed and dated no earlier than one week before Bid date, and attached to this document.

End

SECTION 00100 – INSTRUCTIONS TO BIDDERS

Add the following to Section 6, Consideration of Bid Amount:

“OWNER has established a priority order (Alternate No. 1 has highest priority) for acceptance of Bid alternates based on the Project needs and budget. Alternates will be accepted in the order listed on the Bid Form, not to exceed the construction contract budget. Bidders are to respond to all alternates listed on the Bid Form, even if acceptance or rejection of an alternate will not change the Bid amount.”

Delete Section 13, Partnering, and replace with the following:

“13. Partnering

To complete this Work most beneficially for all parties, OWNER desires to form a Partnering Team among OWNER, E/A, CONTRACTOR, and Subcontractor(s). This relationship will draw on the strength of all parties to identify and achieve mutual goals. The objectives are effective and efficient Contract performance, intended to achieve completion within budget, on schedule, and in accordance with the Drawings and Specifications. The partnering relationship will be multilateral in makeup and participation will be totally voluntary. Refer to Section 01100, Special Project Procedures, and/or Section 01200, Project Meetings, for clarification of the intents and responsibilities of the persons and entities entering into the partnering charter.”

END

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

PREVAILING WAGE RATE DETERMINATION

BUILDING CONSTRUCTION TYPE

COUNTY NAME : TRAVIS

Wages based on DOL General Decision: TX130017 06/21/2013 TX17

CLASSIFICATION	RATE	FRINGES	TOTAL WAGE
Bricklayer (Excluding Caulking & Waterproofing)	\$ 13.25	\$ -	\$ 13.25
Caulkers	\$ 13.05	\$ -	\$ 13.05
Carpenter *	\$ 20.25	\$ 7.15	\$ 27.40
Carpenter (Formbuilding Only)	\$ 13.20	\$ -	\$ 13.20
Cement Mason/Concrete Finisher	\$ 10.22	\$ -	\$ 10.22
Electrician **	\$ 26.18	\$ 6.66	\$ 32.84
Elevator Mechanic*** (< 5 yrs experience)	\$ 38.38	\$ 25.185	\$ 63.57
Elevator Mechanic*** (> 5 years experience)	\$ 39.11	\$ 25.185	\$ 64.30
Floor Layer: Carpet (Soft) Floor	\$ 10.00	\$ -	\$ 10.00
Glaziers	\$ 18.37	\$ 6.43	\$ 24.80
HVAC Mechanic (Excluding Duct or Pipe Work)	\$ 11.83	\$ 1.14	\$ 12.97
Iron Workers - Structural (Excluding Metal Bldg. Erection)	\$ 20.55	\$ 4.40	\$ 24.95
Iron Worker - Reinforcing	\$ 10.00	\$ -	\$ 10.00
Laborer (Common)	\$ 7.57	\$ -	\$ 7.57
Laborer (Brick Tender)	\$ 8.00	\$ -	\$ 8.00
*Lead Paint & Asbestos Abatement	\$ 12.17	\$ -	\$ 12.17
Millwright	\$ 20.56	\$ 7.15	\$ 27.71
Painter - Brush	\$ 10.06	\$ 0.31	\$ 10.37
Painter - Drywall Finishing	\$ 9.00	\$ -	\$ 9.00
Painter - Spray	\$ 9.70	\$ 0.19	\$ 9.89
Pipefitter (Including HVAC Work)	\$ 27.03	\$ 10.40	\$ 37.43
Plumber (Excluding HVAC Work)	\$ 27.03	\$ 10.40	\$ 37.43
Power Equipment Operator - Backhoe	\$ 11.11	\$ 1.92	\$ 13.03
Power Equipment Operator - Crane	\$ 12.50	\$ 2.03	\$ 14.53
Power Equipment Operator - Front End Loader	\$ 11.33	\$ -	\$ 11.33
*Roofer	\$ 13.80	\$ -	\$ 13.80
*Roofer - Metal	\$ 14.05	\$ -	\$ 14.05
Sheet Metal Worker (Including HVAC Duct Work)	\$ 24.30	\$ 10.18	\$ 34.48
Sprinkler Fitter	\$ 14.00	\$ -	\$ 14.00
Tile Setter	\$ 13.00	\$ 1.55	\$ 14.55
Tile Setter - Finisher	\$ 10.00	\$ -	\$ 10.00
Truck Driver (Lowboy)	\$ 8.00	\$ -	\$ 8.00
Waterproofers	\$ 12.13	\$ -	\$ 12.13

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

* See Page 2 for Additional Wage Information

Note: *Lead Paint & Asbestos Abatement and Roofer Classifications have been added to this Prevailing Wage

Rate Determination pursuant to a City of Austin Prevailing Wage Survey (trades absent from DOL).

The Wage Compliance information detailed below was excerpted from General Decision TX070018 or other DOL sources.

1. Additional Trade information:

- Carpenters* (including acoustical installation and drywall framing/hanging, including metal studs).
- Electricians** - Including low voltage wiring for computers, fire/smoke alarms and telephones.
- Elevator Mechanics*** - also must be paid for 7 holidays - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.
- Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added upon the advance approval of City of Austin Contract Administration. CONTRACTOR shall submit to City of Austin Contract Administration for review the classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice **prior** to the start of the job for that type of work.

2. Wages

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits by the employer. For overtime, the basic hourly rate listed in the contract wage determination must be used in computing pay obligations.

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

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

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

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

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

4. Annualization of Benefit Costs

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

5. Proper Designation of Trade

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

6. Split Classification

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

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

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section includes administrative and procedural requirements governing Alternate Bids for the replacement of slaker systems 3 and/or 4 and all materials and equipment associated with these two units that are not otherwise included in the Base Bid.
- B. Alternate Bid Item Nos. 1 and 2 are for the demolition and replacement of slaker systems 3 and 4, respectively.
- C. OWNER has established a priority order (Alternate No. 1 had the highest priority) for acceptance of Bid Alternates based on the Project needs and budget. See Section 00820.

1.02 RELATED SECTIONS

- A. 00300L Bid Form (Lump Sum)

1.03 SELECTION AND PURCHASE

- A. The Contractor shall purchase products and systems selected by the Owner from the designated supplier. For this project, the additional slaker systems involve equipment identical to those units included in the Base Bid. Only the quantities will be modified, and therefore, the sequence of construction.

1.04 SUBMITTALS

- A. Contractor shall submit a sequence of demolition and a replacement plan for approval by the Engineer and Owner for the Scope of Work selected by the Owner (with none or both Alternate Bid Items accepted and included in the contract).

PART 2 - PRODUCTS

The products to be utilized for Alternate Bid Items 1 and 2 are the same as those in the Base Bid and the only difference will be quantity. The construction sequencing associated with the addition of one or both of the additional slaker systems will need to be accounted for in the schedule and plant coordination.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. The Contractor shall examine products covered by the Alternates promptly on delivery for damage or defects. The Contractor shall return damaged or defective products to the manufacturer for replacement.

**ALTERNATE BID ITEMS
SECTION 01030**

3.02 PREPARATION

- A. The Contractor shall coordinate materials and their installation for each Alternate with related materials and installations to ensure that each Alternate is completely integrated and interfaced with related Work.

PART 4 - MEASUREMENT AND PAYMENT

- A. Each Alternate Item shall be measured and paid as follows:
 - 1. Alternate No. 1 per bid item.
 - 2. Alternate No. 2 per bid item
- B. The total cost of the Alternates selected shall not exceed the amount indicated by the Contractor on the bid form and shall include the total cost for the construction of the additional slaker systems associated with each bid item for a complete and operational system.

END

Division 1 General Requirements
CONSTRUCTION EQUIPMENT EMISSIONS REDUCTION PLAN
Section 01353

1. GENERAL

1.1. RELATED DOCUMENTS

- A. This Section applies to Drawings and all provisions of Contract.

1.2. SUMMARY – CONSTRUCTION EQUIPMENT EMISSIONS PLAN

- A. The OWNER, as part of the Council Resolution No. 20100211-019, has decided to take steps to reduce emissions associated with construction process including Nitrogen Oxides (NOx), particulate matter and greenhouse gas. Construction activity is a source of large quantities of particulate matter and ozone forming Nitrogen Oxides that adversely affect the health of our community and the natural environment.
- B. The CONTRACTOR shall employ practices and take actions that reduce emissions from NOx, particulate matter (black soot) and greenhouse gases resulting from activities associated with new construction and demolition Projects.
- C. The CONTRACTOR shall maximize the use of equipment and vehicles with advanced emission controls in support of the City's goals, utilizing equipment that meets defined EPA emissions standards.

1.3. DEFINITIONS

- A. "Construction Equipment" means equipment powered by an internal combustion engine and used for performing or otherwise advancing the Work on the Project, other than motor vehicles intended for use on public highways and registered pursuant to Section 502.002 of the Texas Transportation Code.
- B. The list of applicable Construction Equipment includes, but is not limited to excavators, backhoes, loaders, bulldozers, graders, rock saws, generators, and other similar equipment.
- C. "EPA" means the United States Environmental Protection Agency.
- D. "Low-Use Equipment" means any piece of construction equipment which is used for less than ten (10) hours per week on site for a single construction contract.
- E. "Greenhouse Gases" are emissions that absorb and emit radiation within the atmosphere. Greenhouse Gases can be one or a combination of, these gases: carbon dioxide, methane, nitrous oxide and three groups of fluorinated gases (sulfur hexafluoride, hydro fluorocarbons, and perfluorocarbons)

1.4. REQUIREMENTS – Not Used

1.5. SUBMITTALS

A. CONSTRUCTION EQUIPMENT EMISSIONS REDUCTION PLAN:

- 1. The CONTRACTOR agrees to prepare a draft Emissions Reduction Plan (referred to as PLAN) prior to start of construction. This PLAN shall include an inventory report

containing identifying data for each piece of equipment to be used on the worksite and shall include the following:

- Vehicle/Equipment: Make & Model Year
 - Vehicle/Equipment: Engine Make & Model Year
 - Vehicle/Equipment: Fuel Type
 - Vehicle/Equipment: Expected gallons or hours used for project duration
- a) The OWNER will provide Emissions Reduction Toolkit to help the CONTRACTOR in preparation of the PLAN and inventory.
2. The CONTRACTOR shall develop a list of strategies to be used in this Project in order to reduce emissions from NO_x, particulate matter and greenhouse gas (CO₂ equivalent). Once prepared, the agreed upon strategies shall be incorporated into the PLAN. The PLAN will then be signed by the CONTRACTOR and made ready for implementation. Implementation progress will be reviewed once a month in regularly scheduled project progress meetings. The PLAN may be modified during construction if changes are made to the Project, but adjustments shall be approved by the OWNER prior to implementation.
3. This PLAN may be used by the Owner's Representative or Inspector to conduct site inspections and/or verify compliance with specification elements.
4. If additional equipment is brought on-site after construction begins, the Contractor shall provide this same inventory information to the Owner's Representative for the new equipment on or before the day it begins work on-site. All additional equipment shall conform to the PLAN.
5. Reports shall be provided for all equipment used on-site.

B. EQUIPMENT EMISSIONS CLOSEOUT DOCUMENTATION:

1. Submit the following prior to final payment:
- a) Record of changes made to the original PLAN and reasons.
 - b) Provide a summary and documentation of strategies used and estimated reductions in fuel & emissions.
 - c) Provide documentation of amount and % of alternative fuel used.

2. PRODUCTS

Not used

3. EXECUTION

3.1. GENERAL

- A. Implement the submitted PLAN. Provide personnel, documentation, equipment, signage, transportation, and other items as required to implement the PLAN during the entire duration of the Contract.

3.2. EQUIPMENT EMISSIONS PLAN IMPLEMENTATION

- A. Plan Coordinator (Could be same as superintendent): Designate an on-site person responsible for instructing workers on the Owner's intent to reduce emissions, overseeing implementation and documenting results of the PLAN for the Project.

- B. Plan Review: Review the PLAN in monthly progress meeting and include comments in the meeting notes.
- C. Instruction: Provide on-site instructions to all subcontractors of emissions reduction methods to be used by all parties for the appropriate activities of the Project.
- D. Discuss Owner's goals and requirements at the following meetings:
 - 1. Pre-bid conference.
 - 2. Pre-construction conference.
 - 3. Progress meetings (monthly).

3.3 EQUIPMENT EMISSIONS REDUCTION TOOLKIT

- A. Equipment Emissions Reduction Toolkit available at:
 - 1. Website: (<http://austintexas.gov/department/capital-improvement-program>)
 - 2. City of Austin Public Works Department, Project Management Division, One Texas Center, Suite 900
 - 3. Construction Job Site Office (after contract award)
- B. Equipment Emissions Reduction Toolkit consists of:
 - 1. A list of Construction Equipment Emissions Reduction Strategies
 - 2. EPA fuel savings calculator by idling reductions
 - 3. Posting of Anti-idling signs
 - 4. Memorandum of Agreement by Local Area Governments
 - 5. Equipment Inventory Form

3.4 A LIST OF EQUIPMENT EMISSIONS REDUCTION STRATEGIES

The following are suggested emissions reduction strategies and references. As per the specification section 01353, 1.5 Submittals, the CONTRACTOR shall develop a list of strategies to be used in this Project at the start of construction.

C-1 Anti-Idling Strategies:

- 1. Implement and enforce anti-idling practices for all equipment and vehicles on and adjacent to the site and associated with the project. City will provide a construction site sign and stickers for vehicles and equipment. (<http://www.engineoff.org/>)
- 2. Limit all idling of project associated vehicles and equipment operations to five (5) minutes unless the idling is applicable to one or more of the following exceptions:
 - a) Idling is being used for emergency response purposes;
 - b) Idling is necessary for component of mechanical operation, maintenance, or diagnostic purposes; or
 - c) Idling is for the health or safety of the equipment operator.
- 3. Provide education to all staff, vendors and subcontractors about emissions hazards and anti-idling practices and encourage use of EPA calculator for fuel savings.

4. To the extent possible, do not stop or idle haulage trucks directly under tree limbs and foliage overhanging the street along the haul route. Further avoid such damage from truck exhaust by means of exhaust diversion devices to redirect or diffuse exhaust from being directed in a concentrated manner to tree limbs and foliage.
5. Avoid vehicle loitering or queuing outside or inside the gates of the work area to minimize degradation of localized air quality.

([http://data.capcog.org/air-quality/engineoff/AntiIdlingBrochure\(2\).pdf](http://data.capcog.org/air-quality/engineoff/AntiIdlingBrochure(2).pdf))

(<http://data.capcog.org/air-quality/engineoff/template-1/HowtoOrderSign.html>)

(<http://data.capcog.org/air-quality/engineoff/smartwaycalculator.xls>)

(<http://austintexas.gov/airquality/>)

C-2 Alternative Fuels:

6. Utilize **alternative fuels** including, Texas LED Compliant B20 (or higher) biodiesel, Compressed Natural Gas (CNG), propane and electric. (Refer to EPA Energy Policy Act for full list).
7. Avoid unnecessary fuel use by providing on-site fuelling for alternate fuels.

(<http://www.tceq.texas.gov/airquality/mobilesource/txled/cleandiesel.html>)

(<http://www.eere.energy.gov/cleancities>)

(<http://lonestarcfa.org>)

C-3 Vehicle/Equipment Improvements:

8. Eliminate use of vehicles in tier 0 and 1 categories per EPA and rent or purchase tier 2 and 3 or (4) compliant vehicles.
9. It is recommended that CONTRACTOR takes advantage of the **Texas Emission Reduction Plan (TERP)** grant incentives to upgrade (replace or repower) vehicles with retrofitted emission reduction technologies.
(<http://www.tceq.texas.gov/airquality/terp/index.html>) or (www.terpgrants.com)
10. Utilize **battery powered and/or solar powered equipment** where available. This strategy can be combined with anti-idling strategies by using this technology for sign boards. (evtransportal.org/dieselengineidlerreduction.pdf)

C-4 Maintenance Program:

11. Establish a preventative **maintenance program** addressing issues including but not limited to, fuel use, air emissions, tire pressure, smoke from exhaust and noise.
12. Make all efforts to **prevent oil/fuel spillage** on to site surfaces.

C-5 Resource Management:

13. Utilize equipment companies that are located closest to the construction site.
14. Store equipment on site during construction use or arrange for closest overnight storage including **temporary use of the Right of Way** if possible.

15. To the extent possible, CONTRACTOR shall maximize use of **local and regional materials** to reduce transportation emissions.
16. CONTRACTOR shall maximize **salvage and reuse** of appropriate on-site materials. (<http://www.usgbc.org/ShowFile.aspx?DocumentID=1095>)
17. To the greatest extent possible, stage equipment and vehicles away from, and minimize operation near, sensitive receptors including, but not limited to, operable windows, fresh air intakes, hospitals, schools, licensed day care facilities, residences and areas where people congregate.

END