

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

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**ADDENDUM No. 2**

Date December 1, 2014,

City of Austin

Project Name Chilled Water Piping Construction on Customers Distribution Sites

C.I.P. No. 7190.006

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated October 27, 2014. Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

A. Project Manual Revisions:

**TOC                    11/10/14                    Table of Contents**

Replace TOC in its entirety with the attached TOC, Addendum No. 2"

**00020                    08/20/14                    Invitation for Bids**

"Replace Section 00020 Invitations for Bid in its entirety with the attached Section 00020 Addendum No. 2"

**00300U                    08/20/14                    Unit Price Bid Form**

"Replace Section 00300 Unit Price Bid Form in its entirety with the attached Section 00300U Addendum No. 2"

**SP700S                    11/25/14                    Mobilization**

"Replace Section SP700S Mobilization in its entirety with the attached Section SP700S Addendum No. 2"

**00830BC                    08/18/14                    Wage Rates Building Construction**

"Replace Section 00830BC Wage Rates Building Construction in its entirety with the attached Section 00830BC Addendum No. 2"

B. Drawing Revisions:

"NONE"

This addendum consists of 2 page(s)/sheet(s).

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Approved by OWNER

\_\_\_\_\_  
Approved by ENGINEER/ARCHITECT

**END**

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**VOLUME 1**

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**END**

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

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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:

**CHILLED WATER PIPING CONSTRUCTION ON CUSTOMERS  
DISTRIBUTION SITES**

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Located at: Various locations to be determined

CIP ID#3060-1107-0126

IFB# CLMC511

The Work generally consists of providing the following services, including but not limited to:

- The Work consists of Provision of chilled water piping and appurtenances on customer distribution sites to serve Austin Energy customers with District Energy chilled water. Work will entail provision so mechanical , electrical, controls work as required to extend Austin Energy chilled water to customers , including piping, piping supports and appurtenances, heat exchangers, butterfly and ball valves, drain lines, insulation, air releases, controls (including but not limited to flow meters, flow control valves, pressure transmitters, temperature sensors, controllers and enclosures, wiring, conduit, and tubing), assisting Owner's chemical testing company, and coordination with Austin Energy representatives and customer side contractor.

This contract is an Indefinite Delivery, Indefinite Quantity (IDIQ) CONTRACT. The project documents consist of all the applicable City of Austin standard details and specifications with the understanding that full design documents will not be provided for each work assignment.

Each separate sub-project location will be issued under a work assignment given to the contractor. The contractor is required to meet the Owner in the field, within three days of notification from the Owner. The final scope of the work assignment will be determined at that time and, if additional details are desired, the Contractor must request them at that time.

The Contract will be for an initial **24-month period, with three possible 12-month** Contract extensions, or until all available funding is exhausted. Extension of the Contract is at the mutual agreement of both the OWNER and the CONTRACTOR. If the CONTRACTOR chooses not to renew, a hold over period of up to 120 calendar days may be implemented by the OWNER to allow for re-bidding. The OWNER reserves the right not to offer an extension.

Subject to the further approval of the Austin City Council, the total Contract Amount will not exceed **\$6,000,000.00** for the initial two year Contract Term, which may be extended subject to the availability of funding. The Contractor will base its bid amount on the CONTRACTOR's unit prices and the estimated quantities of Work set forth in the Bid Form, which will only be used for the purpose of the comparison and evaluation of Bids. The Owner will subsequently issue Work Order Assignments based on the Owner's needs and not in accordance with the estimated quantities contained in the Bid documents up to the aggregated Contract Amount of **\$6,000,000.00**, subject to further appropriations.

Each work assignment must be finally completed within the duration established by the OWNER for each assignment. The OWNER will consult with the CONTRACTOR on each work assignment duration, but the OWNER will have the ultimate discretion on the duration of the work assignment,

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

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which shall not be unreasonably determined. Work must be continuous on each assignment.

The unit prices bid by the successful bidder shall remain firm throughout the initial **24-month period** of the Contract. Bid prices may be adjusted for Contract extensions on the basis of an increase or decrease of the existing prices upwards or downwards in accordance with the 20 City average Engineers New Record Construction Cost Index (CCI) (at the time of the notice of contract extension) divided by the current area CCI at the time of bid. The adjusted prices will be included in a change order and will remain firm throughout the Contract extension period. Upon receipt of the notice of the exercise of the option for an additional contract term by the Owner, the Contractor must request a Bid price adjustment in writing or the then current Bid prices will remain in force and effect.

Bid Documents may be obtained at One Texas Center, 505 Barton Springs Road, Ste. 1045 (Front Desk), 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) 9:00 a.m. on December 18, 2014.**

**ALL COMPLIANCE PLANS ARE DUE PRIOR TO (Austin time) 1:00 p.m. on December 18, 2014.**

**BIDS WILL BE OPENED AT (Austin time) 1:00 p.m. on December 18, 2014.**

**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](http://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.)

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

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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 for the initial two year term of the Contract shall be executed on forms furnished by OWNER in the amount of **\$6,000,000.00**. Each bond shall be issued in an amount of one hundred percent (100%) of the Contract Amount by a solvent 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. In the event that the Contract is renewed for additional one year terms, a new bond or rider to the then existing bond in the full amount of the total Contract Amount must be provided for the additional term(s).

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 Assignments shall be completed within date specified in the Notice to Proceed, in accordance with the Bid Form, Section 00300U. The Contract duration shall be for **24-month period, with three possible 12-month** extensions, or until all available funding is exhausted. Work under this Contract will be issued as individual Work Assignments, as defined within Supplemental General Conditions, Section 00810. In addition, Work to be performed is generally outlined herein in the Summary of Work, Section 01010. Work duration and definitions of substantial and/or final completion will be specific to each Work Assignments. Failure by the CONTRACTOR to satisfy the substantial/final completion requirements of any Work Assignments may be cause to stop issuance of further Work Assignments. The CONTRACTOR shall note that there may be multiple individual Work Assignments active at any given time.

Work contained within individual Work Assignments will vary based on the scope of Work. An individual Work Assignments may define a substantial completion date, after which liquidated damages will be assessed until substantial completion is achieved, in accordance with the Bid Form, Section 00300U. If a substantial completion date is defined, final completion shall be achieved within 30 Calendar Days after substantial completion of the Work indicated in the Work Assignments. Liquidated damages are **\$795.00** per Calendar Day for failure to substantially complete the work and **\$663.00** per Calendar Day for failure to achieve final completion within 30 Calendar Days after substantial completion, in accordance with the Bid Form, Section 00300U.

In addition, the CONTRACTOR will be required to have someone available and on-call at all times during the Contract to provide emergency on-call services as discussed in Section 01010, Summary of Work - Emergency Response & Section 01100, "Special Project Procedures".

Repairs, including emergency response times. A CONTRACTOR who fails to meet the emergency response obligations of this Contract may be found in breach of this Contract.

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 **November 13, 2014** at **1:00 p.m.** (Austin time) at **721 Barton Springs , Suite 130 Austin, Texas 78704 Austin, Texas**  
(Location)



**Bidding Requirements, Contract Forms and Conditions of the Contract**  
**UNIT PRICE BID FORM**  
Section 00300U-IDIQ

The undersigned, in compliance with the Invitation for Bids for construction of the following Project: **CHILLED WATER PIPING CONSTRUCTION ON CUSTOMERS DISTRIBUTION SITES**

**(CIP ID# 7190.006) IFB# CLMC511** 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 following prices of:

Note: The Bidder will enter the line item subtotal in the "Amount" column below, which is the product of the estimated "Quantity" multiplied by the "Unit Price". Any mathematical errors will be corrected for the purpose of determining the correct Amount to be entered in the Bid Form. The Amounts, including any corrected Amounts, will then be totaled to determine the actual amount of the Bid.

<b>Bid Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Item Description</b>	<b>Unit Price</b>	
SP-700S-TM	1	LS	"Total Mobilization Payment"	\$_____	\$_____
SS-230523-Ball.75	20	EA	¾" ball valve	\$_____	\$_____
SS-230523-Ball-1	20	EA	1" ball valve	\$_____	\$_____
SS-230523-Ball-2	20	EA	2" ball valve	\$_____	\$_____
SS-230523-Butterfly-4	24	EA	4" Butterfly valve	\$_____	\$_____
SS-230523-Butterfly-6	24	EA	6" Butterfly valve	\$_____	\$_____
SS-230523-Butterfly-8	20	EA	8" Butterfly valve	\$_____	\$_____
SS-230523-Butterfly-10	16	EA	10" Butterfly valve	\$_____	\$_____
SS-230523-Butterfly-12	14	EA	12" Butterfly valve	\$_____	\$_____

<b>Bid Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Item Description</b>	<b>Unit Price</b>	
SS-230523- Butterfly-14	12	EA	14" Butterfly valve	\$_____	\$_____
SS-230523 Butterfly-16	10	EA	16" Butterfly valve	\$_____	\$_____
SS-230523 Chainwheel	12	EA	Chainwheel operator for butterfly valve	\$_____	\$_____
SS-230900- CDL	10	EA	Customer Data Link and cabinet	\$_____	\$_____
SS-230900- CNTRLR	10	EA	Controller	\$_____	\$_____
SS-230900- CV-B4	3	EA	4" Bray flow CV and actuator	\$_____	\$_____
SS-230900- CV-B6	3	EA	6" Bray flow CV and actuator	\$_____	\$_____
SS-230900- CV-B8	3	EA	8" Bray flow CV and actuator	\$_____	\$_____
SS-230900- CV-B10	3	EA	10" Bray flow CV and actuator	\$_____	\$_____
SS-230900- CV-P4	3	EA	4" Pentair/KTM flow CV & actuator	\$_____	\$_____
SS-230900- CV-P6	3	EA	6" Pentair/KTM flow CV & actuator	\$_____	\$_____
SS-230900- CV-P8	3	EA	8" Pentair/KTM flow CV & actuator	\$_____	\$_____

Bid Item	Quantity	Unit	Item Description	Unit Price	
SS-230900-CV-P10	3	EA	10" Pentair/KTM flow CV & actuator	\$_____	\$_____
SS-230900-FM-2.5	4	EA	2.5" nominal pipe size flow meter	\$_____	\$_____
SS-230900-FM-3	4	EA	3" nominal pipe size flow meter	\$_____	\$_____
SS-230900-FM-4	4	EA	4" nominal pipe size flow meter	\$_____	\$_____
SS-230900-FM-6	4	EA	6" nominal pipe size flow meter	\$_____	\$_____
SS-230900-FM-8	4	EA	8" nominal pipe size flow meter	\$_____	\$_____
SS-230900-FM-10	3	EA	10" nominal pipe size flow meter	\$_____	\$_____
SS-230900-PS	10	EA	Pressure transmitter	\$_____	\$_____
SS-230900-TE-4	10	EA	Temperature element with 4" immersion length	\$_____	\$_____
SS-230900-TE-6	10	EA	Temperature element with 6" immersion length	\$_____	\$_____
SS-230900-TE-8	10	EA	Temperature element with 8" immersion length	\$_____	\$_____
SS-230900-TE-10	10	EA	Temperature element with 10" immersion length	\$_____	\$_____

Bid Item	Quantity	Unit	Item Description	Unit Price	
SS-230900-TESTPLUG	20	EA	Test Plug	\$_____	\$_____
SS-232113-4	200	LF	4" steel pipe	\$_____	\$_____
SS-232113-6	250	LF	6" steel pipe	\$_____	\$_____
SS-232113-8	250	LF	8" steel pipe	\$_____	\$_____
SS-232113-10	200	LF	10" steel pipe	\$_____	\$_____
SS-232113-12	200	LF	12" steel pipe	\$_____	\$_____
SS-232113-14	150	LF	14" steel pipe	\$_____	\$_____
SS-232113-16	150	LF	16" steel pipe	\$_____	\$_____
SS-232113-AUTO-AIR	10	EA	Automatic air vent assembly	\$_____	\$_____
SS-232113-DRAIN	10	EA	Low point drain assembly	\$_____	\$_____
SS-232113-4-EL	20	EA	90deg elbow for 4" steel pipe	\$_____	\$_____
SS-232113-6-EL	20	EA	90deg elbow for 6" steel pipe	\$_____	\$_____
SS-232113-8-EL	20	EA	90deg elbow for 8" steel pipe	\$_____	\$_____
SS-232113-10-EL	16	EA	90deg elbow for 10" steel pipe	\$_____	\$_____

Bid Item	Quantity	Unit	Item Description	Unit Price	
SS-232113-12-EL	16	EA	90deg elbow for 12" steel pipe	\$_____	\$_____
SS-232113-14-EL	12	EA	90deg elbow for 14" steel pipe	\$_____	\$_____
SS-232113-16-EL	12	EA	90deg elbow for 16" steel pipe	\$_____	\$_____
SS-232113-4-45EL	8	EA	45deg elbow for 4" steel pipe	\$_____	\$_____
SS-232113-6-45EL	8	EA	45deg elbow for 6" steel pipe	\$_____	\$_____
SS-232113-8-45EL	8	EA	45deg elbow for 8" steel pipe	\$_____	\$_____
SS-232113-10-45EL	8	EA	45deg elbow for 10" steel pipe	\$_____	\$_____
SS-232113-12-45EL	8	EA	45deg elbow for 12" steel pipe	\$_____	\$_____
SS-232113-14-45EL	6	EA	45deg elbow for 14" steel pipe	\$_____	\$_____
SS-232113-16-45EL	6	EA	45deg elbow for 16" steel pipe	\$_____	\$_____
SS-232113-MAN-AIR	10	EA	Manual air vent assembly	\$_____	\$_____
SS-232113-STRAINER-6	6	EA	6" strainer, nipple, ball valve, drain	\$_____	\$_____
SS-232113-STRAINER-8	8	EA	8" strainer, nipple, ball valve, drain Piping and related appurtenances	\$_____	\$_____
SS-232113-STRAINER-12	6	EA	12" strainer, nipple, ball valve, drain Piping and related appurtenances	\$_____	\$_____

<b>Bid Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Item Description</b>	<b>Unit Price</b>	
SS-232113-STRAINER-16	4	EA	16" strainer, nipple, ball valve, drain Piping and related appurtenances	\$_____	\$_____
SS-232113-4-TEE	10	EA	Tee for 4" steel pipe, branch outlet 4"	\$_____	\$_____
SS-232113-6-TEE	12	EA	Tee for 6" steel pipe branch outlet 6"	\$_____	\$_____
SS-232113-8-TEE	12	EA	Tee for 8" steel pipe, branch outlet 8"	\$_____	\$_____
SS-232113-10-TEE	10	EA	Tee for 10" steel pipe, branch outlet 10"	\$_____	\$_____
SS-232113-12-TEE	10	EA	Tee for 12" steel pipe, branch outlet 12"	\$_____	\$_____
SS-232113-14-TEE	8	EA	Tee for 14" steel pipe, branch outlet 14"	\$_____	\$_____
SS-232113-16-TEE	8	EA	Tee for 16" steel pipe, branch outlet 16"	\$_____	\$_____
SS-232500-CHEM	1	EA	Chemical Treatment of Pipe	\$_____	\$_____
SS-235700-HX-1	8	EA	Specified heat exchanger HX-1	\$_____	\$_____
SS-235700-HX-2	8	EA	Specified heat exchanger HX-2	\$_____	\$_____
SS-235700-HX-3	6	EA	Specified heat exchanger HX-3	\$_____	\$_____

Bid Item	Quantity	Unit	Item Description	Unit Price
SS-235700-HX-4	6	EA	Specified heat exchanger HX-4	\$_____ \$_____

**TOTAL BID**..... \$\_\_\_\_\_

In the event of a mathematical error, the correct product, determined by using the "Unit Price" and "Quantity", and the correct sum, determined by totaling the correct line item Amounts, will prevail over the amount entered by the Bidder. The unit prices shown above will be the unit prices used to tabulate the Bid and used in the Contract, if awarded by the City.

Contract time will be for an initial **24-month period, with three possible 12-month** extensions or until all funds are exhausted. Subject to the further approval of the Austin City Council, the Contract authority for the initial **24-month** period will not exceed **\$6,000,000.00** for the initial Contract Term, which may be extended subject to the availability of funding.

The Contractor will base its bid amount on the CONTRACTOR'S unit prices and the estimated quantities of Work set forth in the Bid Form, which will only be used for the purpose of comparison and evaluation of Bids. The Owner will subsequently issue Work Assignments based on the Owner's needs and not in accordance with the estimated quantities contained in the Bid documents up to the aggregated Contract Amount of **\$6,000,000.00**, subject to further appropriations. The OWNER may exercise its option by notice to the successful bidder/contractor prior to the expiration of the initial term and reserves the right not to offer an extension. The unit prices bid by the successful bidder shall remain firm throughout the period of the initial **24 month** period of the CONTRACT.

Bid prices may be adjusted for the Contract extension on the basis of an increase or decrease of the existing prices upwards or downwards In accordance with the 20 City average Engineers New Record Construction Cost Index (CCI) (at the time of notice of contract extension) divided by the current area CCI at the time of bid. The adjusted prices will be included in a change order and will remain firm throughout the Contract extension period. Upon receipt of the notice of the exercise of the option for an additional contract term by the Owner, the Contractor must request a Bid price adjustment in writing or the then current Bid process will remain in force and effect.

Optional Information on Bid Prices Submitted by Computer Printout

In lieu of handwritten unit prices in figures in ink on the Bid forms above, Bidders, at their option, may submit an original computer printout sheet bearing certification by, and signature for, the Bidding firm. The unit prices shown on acceptable printouts will be the unit prices used to tabulate the Bid and used in the Contract if awarded by the City. As a minimum, computer printouts must contain all information and in the format shown on the attached page: "Example of Bid Prices Submitted by Computer Printout" form.

If a computer printout is used, the Bidder must still execute that portion of the unit price Bid form which acknowledges the Bid Guaranty, Time of Completion, Liquidated Damages, and all addenda that may have been issued.

Bids with unit prices by computer printout may be rejected, if:

1. The computer printout does not include the required certification, set forth in the attached "Example".
2. The computer printout is not signed in the name of the firm to whom the Project Manual was issued.
3. The computer printout is non-responsive or otherwise omits required Bid items or includes items not shown on the Bid forms in the Project Manual.
4. The other required Bid documents issued by the City are not fully executed as provided above.
5. The signed Section 00300U is not returned with the signed computer printout.

If the Bid submitted by the Bidder contains both the form furnished by the City, completed according to the instructions, and also a computer printout, completed according to the instructions, unit prices of only one will be considered. In this situation, the unit Bid prices shown on the computer printout will be used to determine the Bid.

**BID GUARANTY:** A Bid guaranty must be enclosed with this Bid, as required in Section 00020, 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 00020 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) Working 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 defined in the work assignment. 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 notice to proceed 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 **Seven Hundred and Ninety Five dollars (\$795.00) 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 date as established by the above paragraph, "Time of Completion", payment will be due to the OWNER in the amount of **Six Hundred and Sixty three dollars (\$663.00) 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 Bids).

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

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Address

---

Telephone Number / FAX Number

---

Email Address for Person Signing Bid

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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.

**EXAMPLE: BID PRICES SUBMITTED BY COMPUTER PRINTOUT**

<b>Project Name:</b>
<b>CIP ID #:</b>
<b>IFB #:</b>

<b>Bid Item #</b>	<b>Bid Item Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Bid Price</b>	<b>Total Amount</b>
<b>Total Bid:</b>					

(YOUR FIRM'S NAME) certifies that the unit prices shown on this completed computer printout for all of the bid items and the alternates contained in this proposal are the unit prices intended and that its Bid will be tabulated using these unit prices and no other information from this printout. (YOUR FIRM'S NAME) acknowledges and agrees that the total bid amount shown will be read as its total bid. *In the event of a mathematical error*, the correct product, determined by using the "Unit Price" and "Quantity", and the correct sum, determined by totaling the correct line item Amounts, will prevail over the amount entered by the Bidder.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**End**

**SPECIAL PROVISIONS TO**  
**Standard Specification Item No. 700S**  
**Mobilization**

For this project **Mobilization Item No. 700S** of the City of Austin Standard Technical Specifications is hereby amended with respect to the clauses cited below. No other clauses or requirements of this Section of the City of Austin Standard Specifications are waived or changed.

**REVISE Section 700S.3 Payment as follows:**

**DELETE** the following sentences:

The adjusted contract amount as used below is defined as the original contract amount less the lump sum bid for Mobilization and any payments for materials or equipment not yet incorporated in the Work. The Contractor shall submit a lump sum amount for Payment Item No. 700S-TM, "Total Mobilization Payment".

"Initial Mobilization Payout" as used below is defined as:

1. 8% of the original contract amount for projects with an original contract amount of \$ 0.5 million or less; or
2. 4% of the original contract amount for projects with an original contract amount greater than \$240,000.00.

In those instances where the "Initial Mobilization Payout", as defined above, exceeds the "Total Mobilization Payment" lump sum bid item (i.e. Payment Item No. 700STM), the "Total Mobilization Payment" shall be used as the "Initial Mobilization Payout". In no instance shall the "Initial Mobilization Payout" exceed the "Total Mobilization Payment" bid item.

**INSERT** the following:

The Contractor shall submit a lump sum amount for Payment Item No. SP700S-TM, "Total Mobilization Payment" equal to 4% of the original contract amount.

Austin Energy anticipates as few as five, and as many as ten, separate Individual Assignments may be generated under this IDIQ contract. It is anticipated that most, but not all, Individual Assignments will be less than \$500,000 in scope.

An "Initial Mobilization Payout" is defined as mobilization payment to contractor for any one Individual Assignment.

Initial Mobilization Payout for any Individual Assignment will be calculated as follows:

1. For an Individual Assignment with a contract amount of \$200,000 or less: 8% of Individual Assignment contract amount.
2. For an Individual Assignment with a contract amount greater than \$200,000 and less than \$500,000: 6% of Individual Assignment contract amount.
3. For an Individual Assignment with a contract amount greater than \$500,000: 4% of Individual Assignment contract amount.

END

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**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: TX140323 11/07/2014 TX323

CLASSIFICATION	RATE	FRINGES	TOTAL WAGE
Asbestos Worker/Heat & Frost Insulator (Duct, Pipe, and Mechanical System Insulation)	\$ 21.17	\$ 8.77	\$ 29.94
Boilermaker	\$ 23.14	\$ 21.55	\$ 44.69
Bricklayer	\$ 20.07	\$ -	\$ 20.07
Carpenter	\$ 20.75	\$ 7.30	\$ 28.05
Carpenter (Acoustical Ceiling Installation only)	\$ 14.00	\$ -	\$ 14.00
Carpenter (Form Work Only)	\$ 15.62	\$ 0.05	\$ 15.67
Cement Mason/Concrete Finisher	\$ 15.71	\$ -	\$ 15.71
Drywall Finisher/Taper	\$ 17.06	\$ 4.43	\$ 21.49
Drywall Hanger and Metal Stud Installer	\$ 17.47	\$ 3.45	\$ 20.92
Electrical Installer (Sound and Communication Systems, Excluding Wiring)	\$ 18.00	\$ 2.30	\$ 20.30
Electrician (Excludes Installation of Sound and Communication Systems)	\$ 26.75	\$ 7.84	\$ 34.59
Elevator Mechanic <5 years experience	\$ 36.62	\$ 28.99	\$ 65.61
Elevator Mechanic >5 years experience	\$ 36.62	\$ 29.72	\$ 66.34
Floor Layer (Carpet)	\$ 21.88	\$ -	\$ 21.88
Glazier	\$ 12.83	\$ -	\$ 12.83
HVAC Mechanic (HVAC Unit Installation Only)	\$ 23.78	\$ 6.89	\$ 30.67
Ironworker, Ornamental	\$ 22.02	\$ 6.35	\$ 28.37
Ironworker, Reinforcing	\$ 12.27	\$ -	\$ 12.27
Ironworker, Structural	\$ 20.73	\$ 5.24	\$ 25.97
*Lead Paint or Asbestos Abatement Worker	\$ 12.27	\$ -	\$ 12.27
Laborer, Common or General	\$ 11.44	\$ -	\$ 11.44
Laborer, Mason Tender - Brick	\$ 12.22	\$ -	\$ 12.22
Laborer, Mason Tender - Cement/Concrete	\$ 11.85	\$ -	\$ 11.85
Laborer, Pipelayer	\$ 12.45	\$ -	\$ 12.45
Laborer, Roof Tearoff	\$ 11.28	\$ -	\$ 11.28
Operator, Backhoe/Excavator/Trackhoe	\$ 19.43	\$ 3.49	\$ 22.92
Operator, Bobcat/Skid Steer/Skid Loader	\$ 13.00	\$ -	\$ 13.00
Operator, Bulldozer	\$ 14.00	\$ -	\$ 14.00
Operator, Crane	\$ 34.85	\$ 9.85	\$ 44.70
Operator, Drill	\$ 14.50	\$ -	\$ 14.50
Operator, Forklift	\$ 16.64	\$ 6.26	\$ 22.90
Operator, Grader/Blade	\$ 19.30	\$ -	\$ 19.30

Operator, Loader	\$ 14.00	\$ -	\$ 14.00
Operator, Mechanic	\$ 18.75	\$ 5.12	\$ 23.87
Operator, Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	\$ -	\$ 16.03
Painter (Brush, Roller, and Spray, Excludes Drywall Finishing/Taping)	\$ 18.76	\$ 6.35	\$ 25.11
Pipefitter (Including HVAC Pipe Installation)	\$ 27.03	\$ 10.40	\$ 37.43
Plumber, Excludes HVAC Pipe Installation	\$ 23.57	\$ 6.37	\$ 29.94
Roofer	\$ 12.00	\$ -	\$ 12.00
*Roofer, Metal	\$ 14.05	\$ -	\$ 14.05
Sheet Metal Worker (Including HVAC Duct Installation)	\$ 24.38	\$ 13.20	\$ 37.58
Sprinkler Fitter (Fire Sprinklers)	\$ 26.36	\$ 16.52	\$ 42.88
Tile Finisher	\$ 11.32	\$ -	\$ 11.32
Tile Setter	\$ 16.35	\$ -	\$ 16.35
Truck Driver, Dump Truck	\$ 12.39	\$ 1.18	\$ 13.57
Truck Driver, Flatbed Truck	\$ 19.65	\$ 8.57	\$ 28.22
Truck Driver, Semi-Trailer Truck	\$ 12.50	\$ -	\$ 12.50
Truck Driver, Water Truck	\$ 12.00	\$ 4.11	\$ 16.11
Waterproofers	\$ 16.30	\$ 0.06	\$ 16.36

<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:

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.

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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)).

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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.

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**WAGE DETERMINATION APPEALS PROCESS**

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

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

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

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

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

Washington, DC 20210

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

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

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

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

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

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

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