

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

ADDENDUM No. 2

Date December 8, 2014

City of Austin

Project Name Terminal Boiler Replacement

C.I.P. No. 5415.100

I.F.B. No.: CLMC512

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated November 10, 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:

1. **DELETE** Table of Contents in its entirety and **REPLACE** with Table of Contents dated December 8, 2014.
2. **DELETE** Section 00020 in its entirety and **REPLACE** with Section 00020 dated December 8, 2014.
3. **DELETE** Section 00300L in its entirety and **REPLACE** with Section 00300L dated December 8, 2014.
4. **DELETE** Section 00810 and **REPLACE** with Section 00810 dated December 8, 2014.
5. **DELETE** Section 01300 1.2A and **REPLACE** with the following:
 - "A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
 1. Contractor's construction schedule.
 2. Submittal schedule
 3. Shop drawings
 4. Product data
 5. Samples
 6. Quality assurance and quality control submittals, including calculations, mix designs and substantiating test results."
5. **DELETE** Section 01352, Part 3, 3.4.
6. **DELETE** Section 01500 in its entirety and **REPLACE** with Section 01500 dated December 8, 2014.
7. **ADD** the following to Section 15111, 3.2:

"G. CHW may not be drained down the sanitary sewer."
7. **DELETE** Section 15111, 3.5B and **REPLACE** with the following:

"B. Pipe NPS 2-1/2 (DN 65) and Larger:

1. Iron Valves, NPS 2-1/2 to NPS 4 (DN 65 to DN 100): May be provided with threaded ends instead of flanged ends. Unions are not required when using 3-piece ball valves.
 2. Iron Ball Valves: Class 150, 3-piece construction
 3. Iron Swing Check Valves: Class 125, metal seats
 4. Iron Swing Check Valves with Closure Control: Class 125, lever and spring
 5. Iron, Grooved-End Swing Check Valves: 300 CWP
 6. Iron, Center-Guided Check Valves: Class 125, compact-wafer, metal seat
 7. Iron, Plate-Type Check Valves: Class 125, single plate; metal seat
 8. Iron Gate Valves: Class 250
 9. Iron Glove Valves: Class 250."
8. **DELETE** Section 01700, Part 3, 3.2C.

B. Drawing Revisions:

1. Sheet P-PI-01 (Sheet 15 of 17): **DELETE** detail tag at column line BC labeled "03/M-DT-01" and **REPLACE** with detail tag labeled "01/P-DT-01."
2. Sheet P-PI-01 (Sheet 15 of 17): **DELETE** detail tag at PUMP and **REPLACE** with detail tag labeled "02/P-DT-01."
3. Sheet P-PI-01: **ADD** the following to the Plumbing General Notes:
 - "18. The affected 3/4" chilled water supply and return copper pipes serve a 2-ton HVAC unit in the adjacent Telecom room 1385. The supply and return line valve, strainer, and instrumentation assemblies must be relocated so they will be more accessible for maintenance after the new HW storage tank is installed.
 - "19. The Contractor must perform the required piping modifications without outage of CHW to any other loads. Utilize a non-intrusive method of flow blocking (freeze chilled water branch lines under working pressure, or other method submitted and approved) to facilitate the required modifications with minimal drain-down. Freezing and re-fitting while frozen shall be executed by persons trained or experienced in such procedures.
 - "20 Contractor is required to provide temporary cooling (2 ton capacity) to Telecom room 1385 for the duration of the HVAC unit outage. Scheduling of the outage and supplemental security for the Telecom room during temporary cooling must be coordinated with the Owner."

This addendum consists of 21 pages.

Alison von Stein

Approved by OWNER

M. Saleem Khan

Approved by ENGINEER/ARCHITECT

END



**Document
Number**

Title

VOLUME 1

INTRODUCTORY INFORMATION

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BIDDING REQUIREMENTS, CONTRACT FORMS, & CONDITIONS OF THE CONTRACT

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00405 09/25/05 Certificate of Non-Suspension or Debarment
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VOLUME 2

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MBE/WBE Procurement Program Package

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:

Terminal Boiler Replacement

Located at: Austin-Bergstrom International Airport (ABIA) Terminal Building

CIP ID# 5415.100 IFB# CLMC512

The Work consists of replacement of an existing water heating system serving the terminal building at Austin-Bergstrom International Airport. All demolition and new work must be completed in a manner to limit disruptions to the terminal's functions, as further described in the Drawings. The work location is in the secure side of the airport terminal building.

Plumbing/Mechanical work includes but is not limited to:

- Replacement of two gas-fired domestic water boilers
- Replacement of a domestic hot water storage tank
- Replacement of two circulating pumps
- Replacement of two thermostatic mixing valves
- Addition of an expansion tank
- Replacement and renovation of associated boiler exhaust flue
- Replacement of a combustion air fan
- Modification of ductwork downstream of a VAV box
- Replacement and modification of related piping and valves
- Related demolition.

Electrical work includes but is not limited to :

- Installation of a transformer, two new panels and all connecting circuitry
- Power and control wiring to support the plumbing and mechanical work
- Demolition of power and control wiring abandoned as a result of the Project

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) 11:00 am December 17, 2014.

ALL COMPLIANCE PLANS ARE DUE PRIOR TO (Austin time) 3:00 pm December 17, 2014.

BIDS WILL BE OPENED AT (Austin time) 3:00 pm December 17, 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, 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 180 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 \$ 590.00 per Calendar Day for failure to substantially complete the work and \$ 410.00 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 November 19, 2014 at 9:30 am

 (date) (time)

(Austin time) at ABIA Planning and Engineering Building, Room 137, 2716 Spirit of Texas Drive, Austin, Texas 78719.

 (location)

A mandatory site visit will be conducted immediately following the Pre-Bid Conference.

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:

Alison von Stein telephone (512) 512 974-7217 email Alison.von-stein@austintexas.gov

CONTRACT COMPLIANCE REP.:

Cruz Banda telephone (512) 974-6540 email cruz.banda@austin.texas.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: Terminal Boiler Replacement

(CIP ID# 5415.100) (IFB# CLMC512) 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:

ALLOWANCES

Allowance #1 \$ 25,000.00

SUBTOTAL ALLOWANCES \$ 25,000.00

BASE BID..... = \$ _____
 (Base Bid includes Allowances.)

Figures

ALTERNATE NO. 1 : Provide and install a third boiler as shown on the
Drawings = \$ _____

Figures

TOTAL BID (Base Bid Plus Alternate)..... = \$ _____
 Figures

Notes:

1. 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) 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 required by the Project Manual, Drawings and Addenda for the Work within one hundred eighty (180) (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 five hundred ninety and 00/100 dollars (\$ 590.00) 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 Completion date as established by the above paragraph , "Time of Completion", payment will be due to the OWNER in the amount of four hundred ten and 00/100 dollars (\$ 410.00) 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 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

Bidding Requirements, Contract Forms and Conditions of the Contract
SUPPLEMENTAL GENERAL CONDITIONS
Section 00810

The Supplemental General Conditions contained herein amend or supplement the General Conditions, Section 00700.

ARTICLE 1 - DEFINITIONS

Add the following definition:

"1.20 Engineer/Architect (E/A): Add the following:

Name: Texas Energy Engineering Services, Inc.

Address: 1301 S. Capitol of Texas Hwy., Suite 325, Austin, Texas 78746"

Add the following definition:

"1.57 Allowance - Allowance is defined as "a not-to-be-exceeded amount", either individually or in the aggregate, which is established between the Owner and the Contractor as part of its Bid Proposal when the precise scope of a particular line item(s) has not been defined to a level which is adequate for the Contractor to provide a definitive line item pricing for that particular scope of Work. The use of any Allowances by the Contractor will be subject to the Owner's sole approval and it is the Owner's intent to minimize the use of Allowances to the fullest extent possible. For any Allowances which the Owner allows the Contractor to use, the following rules shall apply: (i) Allowances shall cover the cost to the Contractor of the Cost of Work; (ii) Contractor's overhead and profit associated with the stated Allowance shall be included in the Allowance; and (iii) upon completion of the portion of the Work subject to an Allowance, the Contract Amount for that portion of the Work will be adjusted based upon the approved actual cost of the Work, which will not exceed the approved aggregate amount of the Allowances."

ARTICLE 2 - PRELIMINARY MATTERS

2.4 Before Starting Construction:

Delete 2.4.2.6 and replace with the following (changes to the original text are identified by underlining):

".6 a preliminary schedule of values for all of the Work, subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. At a minimum, the schedule of values shall be broken out by trade and split between materials and labor. Prices will include an appropriate amount of overhead and profit applicable to each item of Work;"

ARTICLE 5 - BONDS AND INSURANCE

"5.3 Insurance:

5.3.1 CONTRACTOR Provided Insurance

5.3.1.1 General Requirements.

- .1** CONTRACTOR shall carry insurance in the types and amounts indicated below for the duration of the Contract, which shall include items owned by OWNER in the care, custody and control of CONTRACTOR prior to and during construction and warranty period.
- .2** CONTRACTOR must complete and forward the Certificate of Insurance, Section 00650, to OWNER before the Contract is executed as verification of coverage required below. CONTRACTOR shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by OWNER. Approval of insurance by OWNER shall not relieve or decrease the liability of CONTRACTOR hereunder and shall not be construed to be a limitation of liability on the part of CONTRACTOR. CONTRACTOR must also complete and forward the Certificate of Insurance, Section 00650, to OWNER whenever a previously identified policy period has expired as verification of continuing coverage.
- .3** CONTRACTOR's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better, except for hazardous material insurance which shall be written by companies with A.M. Best ratings of A- or better.
- .4** All endorsements naming the OWNER as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate: City of Austin, Contract Management Department, P.O. Box 1088, Austin, Texas 78767.
- .5** The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both OWNER and CONTRACTOR, shall be considered primary coverage as applicable.
- .6** If insurance policies are not written for amounts specified below, CONTRACTOR shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- .7** OWNER shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- .8** OWNER reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by OWNER based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as CONTRACTOR.
- .9** CONTRACTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- .10** CONTRACTOR shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

- .11 CONTRACTOR shall provide OWNER thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- .12 If OWNER owned property is being transported or stored off-site by CONTRACTOR, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect OWNER's property.
- .13 The insurance coverages required under this contract are required minimums and are not intended to limit the responsibility or liability of CONTRACTOR.

5.3.1.2 Business Automobile Liability Insurance. Provide coverage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements in favor of OWNER:

- a) Waiver of Subrogation endorsement CA 0444;
- b) 30 day Notice of Cancellation endorsement CA 0244; and
- c) Additional Insured endorsement CA 2048.

Provide coverage in the following types and amounts:

- .1 A minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability each accident.

5.3.1.3 Workers' Compensation And Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). CONTRACTOR shall assure compliance with this Statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to Owner's Representative for every person providing services on the Project as acceptable proof of coverage. The Certificate of Insurance, Section 00650, must be presented as evidence of coverage for CONTRACTOR. Workers' Compensation Insurance coverage written by the Texas Workers Compensation Fund is acceptable to OWNER. CONTRACTOR's policy shall apply to the State of Texas and include these endorsements in favor of OWNER:

- a) Waiver of Subrogation, form WC 420304; and
- b) 30 day Notice of Cancellation, form WC 420601.

The minimum policy limits for Employers' Liability Insurance coverage shall be as follows:

- .1 \$100,000 bodily injury per accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

5.3.1.4 Commercial General Liability Insurance. The Policy shall contain the following provisions:

- a) Contractual liability coverage for liability assumed under the Contract and all contracts relative to this Project.
- b) Completed Operations/Products Liability for the duration of the warranty period.
- c) Explosion, Collapse and Underground (X, C & U) coverage.
- d) Independent Contractors coverage (Contractors/ Subcontractors work).
- e) Aggregate limits of insurance per project, endorsement CG 2503.

- f) OWNER listed as an additional insured, endorsement CG 2010.
- g) 30 day notice of cancellation in favor of OWNER, endorsement CG 0205.
- h) Waiver of Transfer of Recovery Against Others in favor of OWNER, endorsement CG 2404.

Provide coverages A&B with minimum limits as follows:

- .1 A combined bodily injury and property damage limit of \$500,000 per occurrence.

5.3.1.5 Builders' Risk Insurance. CONTRACTOR shall maintain Builders' Risk Insurance or Installation Insurance on an all risk physical loss form in the Contract Amount. Coverage shall continue until the Work is accepted by OWNER. OWNER shall be a loss payee on the policy. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

5.3.1.7 Professional Liability Insurance. For Work which requires professional engineering or professional survey services to meet the requirements of the Contract, including but not limited to excavation safety systems, traffic control plans, and construction surveying, the CONTRACTOR or Subcontractors, responsible for performing the professional services shall provide Professional Liability Insurance with a minimum limit of \$500,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed with respect to all professional services provided in due course of the Work of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.6 Permits, Fees: Add the following:

"OWNER will obtain and pay for the following permits, licenses and/or fees:

- .1 Site Development Permit.
- .2 Building Permit(s). OWNER's responsibility for obtaining and paying for the Building Permit(s) shall be limited to the following where applicable: the required Electrical Service (Aid of Construction) Fee, Water and Wastewater Tap Fees, Water and Wastewater Capital Recovery Fees, and Septic Permit Fee. The OWNER's responsibility for obtaining and paying for the Building Permit(s) excludes securing and paying for the following where applicable: Driveway Permit (Concrete) Fee, Electrical Permit, Mechanical Permit, Plumbing Permit, Water Engineering Inspection Fee, Temporary Use of Right-of Way Permit, the gas company's Gas Yard Line Contribution Fee, and any other permits/fees not listed above.

ARTICLE 11 - CHANGE OF CONTRACT AMOUNT

11.4 Determination of Value of Work: Add the following to paragraph 11.4.1.2:

- "11.4.1.2 In the case of a Change Order determined by a mutually agreed lump sum properly itemized and supported by sufficient substantiating data, including documentation by subcontractors performing the work, to permit evaluation, use the following:

COMPONENT ONE - The cost of labor, materials and equipment, as follows:

- 1a - the cost of labor (base rate, including fringe benefits),
- 1b - the cost of material and equipment to be incorporated in the Work, and
- 1c - the cost of tools, equipment and facilities necessary to accomplish the Work described in the change.

COMPONENT TWO - The costs of payroll taxes and insurance, Liability and Builder's Risk Insurance, shall be calculated as follows:

2a - Payroll taxes and Workers' Compensation Insurance 25% of payroll (Item 1a)

2b - Liability and Builder's Risk Insurance 2% of "total costs" (Items 1a, 1b, 1c, and 2a)

COMPONENT THREE - Overhead and profit shall be calculated as follows:

3a - For Subcontractors and for those portions of the Work performed by CONTRACTOR'S own forces:

15% of the first \$10,000.00 of costs and 10% of the balance over \$10,000.00.

("costs" = Items 1a, 1b, and 1c, above, broken down into Contractor and Subcontractor costs).

3b - For the CONTRACTOR for that portion of the Work performed by Subcontractors:

10% of the first \$10,000.00 of the Subcontractor costs and 7.5% of the balance over \$10,000.00.

("costs" = Items 1a, 1b, and 1c, above, broken down into Subcontractor costs)

COMPONENT FOUR - Bonds

Performance and Payment Bond according to the following table ("TOTAL COST" = Items 1a, 1b, 1c, 2a, 2b, 3a and 3b,):

<u>DOLLAR VALUE OF CONTRACT</u>	<u>% OF TOTAL COST OF CHANGE ORDER ADDED FOR BOND EXPENSE</u>
100,000 or less	2.5
100,001 thru 500,000	1.5
500,001 thru 2,500,000	1.0
2,500,001 thru 5,000,000	0.75
5,000,001 thru 7,500,000	0.70
OVER 7,500,000	0.65

- The total costs for the change, whether additive or deductive, shall be the sum total of COMPONENTS ONE - FOUR."

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.7 Warranty Period: Add the following:

"**13.7.5** OWNER will utilize a "Warranty Item Form" (attached at the end of this Section) for the purpose of providing Written Notice of warranty defects to CONTRACTOR. CONTRACTOR shall date, sign, complete and return the form to OWNER when the defect is corrected, including such information on or attached to the form to describe the nature of the repairs or corrections that were made. If the defect cannot be corrected in seven (7) Calendar Days, CONTRACTOR shall provide a written explanation to the Owner's Representative describing the repairs needed and the time required to complete the repairs."

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Application for Progress Payment: Delete 14.1.6.3 and replace with the following:

".3 Time Extension Request."

14.4 Decisions to Withhold Payment:

Reference 14.4.1; add the following:

- ".16 failure of CONTRACTOR to meet the Safety Program requirements.
- .17 property damage losses that are the responsibility of the CONTRACTOR"

14.7 Substantial Completion:

Add the following:

"**14.7.3** Substantial Completion shall be comprised of two phases. The first phase requires that one boiler is online, fully functional and operational. The second phase requires that both boilers are online, fully functional and operational. The Commissioning requirements found in Section 15515, Article 3.5 Commissioning, must be completed before each boiler installation is considered Substantially Complete. For Final Completion, all Work must be complete, tested, commissioned by factory authorized representative, and system fully operational. In addition, all demonstration and training must be completed to achieve Final Completion."

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.3 Owner May Terminate with Cause: Add the following paragraph to 15.3.1:

".8 if CONTRACTOR fails to meet the Safety Program requirements;"

WARRANTY ITEM NO. _____ (PROJECT NAME)

The General Conditions of the Contract require that Warranty Defects be corrected within 7 days after written notice is received.

TO: _____
contractor name address / telephone / fax / email

ATTENTION OF: _____

FROM: _____
project manager name / address / telephone / fax / email

PROJECT: _____
name / location / CIP ID number

END OF ONE YEAR WARRANTY: _____

SUBJECT: _____

- If checked, the damage requires immediate attention. The Contractor has been called.
- If checked, the Consultant has been asked to consult with the Contractor on the problem.

PLEASE CORRECT OR REPAIR THE FOLLOWING ITEM(S):

DATE OF REQUEST _____ **SIGNATURE** _____
Project Manager

- XC:
- _____ Phone No. _____
 - _____ Phone No. _____
 - _____ Phone No. _____
 - _____ Phone No. _____

RESPONSE FROM CONTRACTOR: DATE CORRECTION WAS MADE: _____

The Contractor must endeavor to correct the defect within 7 calendar days after written notice is given. If the defect cannot be corrected in that time, Contractor shall provide a written explanation to the Owner's Representative describing the repairs needed and the time required to complete the repairs.

Description of corrections made:

DATE OF REPLY _____ **SIGNATURE** _____

When the repair is complete, the contractor should return a copy to each of the following:

- _____ Phone No. _____

END

PART 1 - GENERAL

1.1 Related Documents:

Drawings and general provisions of Contract, including General Conditions, Section 00700, and Supplemental General Conditions, Section 00810, and Division 1 requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 Office at the Work Site (Job Shack)

During the performance of this Contract, CONTRACTOR is not required to maintain an office or job shack at or near the site of the Work.

3.2 Water for Construction

CONTRACTOR may use water at Terminal building work site.

3.3 Sanitary Facilities

CONTRACTOR may use sanitary facilities at the site, provided that this does not interfere any any way with operations of the Owner. Should such interference occur, at the sole discretion of the Owner the privilege of using said facilities shall be terminated.

3.3 Protection of Owner's Property

CONTRACTOR shall protect, shore, brace, support and maintain all utility features and other site features affected by the CONTRACTOR's operations. CONTRACTOR shall be responsible for all damage to OWNER's property caused by the CONTRACTOR's operations and shall make satisfactory and acceptable arrangements with the OWNER over the damaged property concerning its repair or replacement or payment of costs incurred in connection with the damage.

3.4 Required Job Site Postings and Notices

CONTRACTOR shall post the following postings and notices in English and Spanish at one or more conspicuous locations on the job site. In the case of Projects with multiple sites, the notices and postings must be displayed at each site. In the case of Projects that do not have a job shack or other temporary facility on the site, CONTRACTOR shall post all notices on a temporary bulletin board. Other special conditions are noted below.

Required for all Projects	
<i>Poster</i>	Available at:
Baseline Schedule for Project identifying when all subcontractors will be used	N/A (as required under Section 00700, paragraph 2.4.2.1.)
Wage Rates as required under Section 00830.	Section 00830BC and/or Section 008300HH
City of Austin Wage Contact posters	Provided at Pre-Construction meeting (English and Spanish)
City of Austin Equal Employment Opportunity posters	http://austintexas.gov/departament/wage-compliance (English and Spanish)
Texas Commission on	http://www.tceq.state.tx.us/assets/public/permitting/waterquality/attac

Environmental Quality "Construction Site Notice" form, if applicable, as required or the required TPDES information	hments/stormwater/txr152d2.pdf (Option 1 – as required under Section 00810, 6.7.4.2) N/A (Option 2 – as required under Section 00810, 2.6.7.4.3)
OSHA poster "Job Safety and Health: It's the Law"	http://www.osha.gov/Publications/osa3165.pdf (English) http://www.osha.gov/Publications/osa3167.pdf (Spanish)
City of Austin Rest Break Ordinance Signs	http://austintexas.gov/department/wage-compliance (English and Spanish) As required to be posted in English and Spanish under Ordinance No. 20100729-047
Texas Payday Law Poster	http://www.twc.state.tx.us/ui/lablaw/ll10.pdf (English) http://www.twc.state.tx.us/ui/lablaw/ll10s.pdf (Spanish)
Texas Workers Compensation notice that the employer does or does not carry Workers Compensation insurance	Does <u>not</u> carry Workers Compensation Insurance: http://www.tdi.state.tx.us/forms/dwc/notice5.pdf (English) http://www.tdi.state.tx.us/forms/dwc/notice5s.pdf (Spanish) Does carry Workers Compensation Insurance: http://www.tdi.state.tx.us/forms/dwc/notice6.pdf (English) http://www.tdi.state.tx.us/forms/dwc/notice6s.pdf (Spanish)
TWC Employer's Notification of the Ombudsman Program to Employees	http://www.oiec.state.tx.us/documents/Employer_Notice_of_O.pdf (both versions)
DOL – The Uniformed Services Employment and Reemployment Rights Act (USERRA)	http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf
EEOC Equal Employment Act and the Americans with Disabilities Act (ADA)	http://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf (English) http://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeosp.pdf (Spanish)
Fair Labor Standards Act (FLSA) Minimum Wage Poster	http://www.dol.gov/whd/regs/compliance/posters/flsa.htm (English) http://www.dol.gov/whd/regs/compliance/posters/flspan.htm (Spanish)
If applicable: Employee Rights for Workers with Disabilities/Special Minimum Wage Poster – Employment Standards	http://www.dol.gov/whd/regs/compliance/posters/disabc.pdf http://www.dol.gov/whd/regs/compliance/posters/disabspanc3p.pdf
"Your Rights Under the Family and Medical Leave Act (FLMA)"	http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf (English) http://www.dol.gov/whd/regs/compliance/posters/fmlasp.pdf (Spanish)
Title VI Rights Poster	http://austintexas.gov/department/wage-compliance
Additional Postings Required for Federally Funded Projects	
"Employee Rights Under the Davis-Bacon Act"	http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf (English) http://www.dol.gov/whd/regs/compliance/posters/davispan.pdf (Spanish)
Applies to USDOT/FHWA funded projects: "Notice of False Statements Concerning	http://www.mdt.mt.gov/publications/docs/forms/dbe/eeo_board/false_statements.pdf (as required in Section 00810A Standard Federal-Aid Assurances)

Highway Projects”	
Applies to USDOT/FHWA funded projects; “Contractors EEO Policy”	N/A (as required in Section 00810A Standard Federal-Aid Assurances)

END