

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

ADDENDUM No. 1

City of Austin

Date January 22, 2015

Project Name Barrington Way FM Reroute and Gravity System Upgrade

C.I.P. No. 6943.029

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated January 5, 2015 . Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

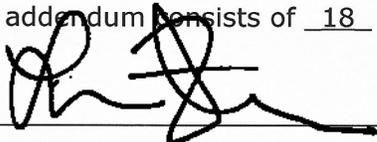
A. Project Manual Revisions:

- **DELETE** existing Table of Contents in its entirety and **REPLACE** with attached Table of Contents (3 pages)
- **DELETE** existing Section 00020 in its entirety and **REPLACE** with attached 00020 (2 pages)
- **DELETE** existing Section 00300U in its entirety and **REPLACE** with attached 00300U (8 pages)
- **DELETE** existing Section 00830HH in its entirety and **REPLACE** with attached Section 00830HH (3 pages)
- **ADD** SP130S - See attached (1 page)

B. Drawing Revisions:

- Sheet 23 – **DELETE** last 5 words of Note 2 that reads "prior to start of project".
- Sheet 23 – **DELETE** existing Note 3 that reads "Project contractor is responsible for removal and disposal of access shaft." and **REPLACE** with Note 3 that reads "The access shaft will be removed and disposed of by others, namely the City's lead paint removal contractor."
- Sheet 23 – **ADD** Note 4 that reads "Contractor shall coordinate with the City's lead paint removal contractor relating to access shaft removal work schedule. Contractor shall provide steel plate to cover the entire access shaft area immediately upon the removal of the access shaft by the City's lead paint removal contractor to protect the area from unwanted entry. Steel plate installation will be subsidiary to lift station demolition work."

This addendum consists of 18 pages.



1/22/15

Approved by OWNER



Approved by ENGINEER/ARCHITECT



**Document
Number**

Title

VOLUME 1

INTRODUCTORY INFORMATION

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01/05/15 Table of Contents

BIDDING REQUIREMENTS, CONTRACT FORMS, & CONDITIONS OF THE CONTRACT

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00220 05/06/11 Geotechnical Data

Bid Forms

00300U 03/06/14 Bid Form (Unit Price)

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00405 09/25/05 Certificate of Non-Suspension or Debarment
00410 05/06/11 Statement of Bidder's Safety Experience
00440 05/06/11 Affidavit - Prohibited Activities
00475 05/06/11 Nonresident Bidder Provisions

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00830 03/12/12 Wage Rates and Payroll Reporting
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Addenda

00900 02/23/10 Addendum

**Document
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01010	04/22/13	Summary of Work
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01901	03/16/10	Summary of Work - Asbestos Abatement
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130S	9/26/12	Borrow
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220S	2/24/10	Sprinkling For Dust Control
230S	8/20/07	Rolling (Flat Wheel)
232S	8/20/07	Rolling (Pneumatic Tire)
234S	8/20/07	Rolling (Tamping)
236S	8/20/07	Proof Rolling
301S	8/20/07	Asphalts, Oils, and Emulsions
306S	2/24/10	Prime Coat
307S	2/24/10	Tack Coat
313S	2/24/10	Cleaning and/or Sealing Joints and Cracks (Asphaltic Concrete)
315S	9/26/12	Milling Asphaltic Concrete Pavement and Non-Portland Cement Concrete Bases
340S	9/26/12	Hot Mix Asphaltic Concrete Pavement
402S	11/13/07	Controlled Low Strength Material
403S	9/26/12	Concrete For Structures
405S	11/13/07	Concrete Admixtures
406S	9/26/12	Reinforcing Steel
409S	11/13/07	Membrane Curing
410S	9/26/12	Concrete Structures
430S	11/15/11	Portland Cement Concrete Curb and Gutter

**Document
Number**
Title**City Standard Technical Specifications (Cont'd)**

432S	1/04/10	P.C. Concrete Sidewalks
433S	12/09/08	P.C. Concrete Driveways
503S	2/17/00	Frames, Grates, Rings and Covers
504S	2/24/10	Adjusting Structures
505S	2/24/10	Concrete Encasement and Encasement Pipe
506	3/15/11	Manholes
509S	9/26/12	Excavation Safety Systems
510	10/3/13	Pipe
601S	9/01/11	Salvaging and Placing Topsoil
602S	6/16/08	Sodding for Erosion Control
604S	8/18/10	Seeding For Erosion Control
606S	6/21/07	Fertilizer
610S	9/26/12	Preservation of Trees and Other Vegetation
628S	12/31/13	Sediment Containment Dikes
641S	6/21/07	Stabilized Construction Entrance
642S	9/01/11	Silt Fence
700S	9/26/12	Mobilization
703	9/22/88	Fencing for Excavations
802S	9/26/12	Project Signs
803S	11/15/11	Barricades, Signs and Traffic Handling
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863S	9/26/12	Reflectorized Pavement Markers

Special Provisions to City Standard Technical Specifications

SP111S	12/13/13	Special Provisions to Item 111S Excavation
SP130S	12/31/14	Special Provisions to Item 130S Borrow
SP506	10/29/09	Special Provisions to Item 506 Manholes
SP510	3/11/14	Special Provisions to Item 510 Pipe

Special Specifications

SS 01501	6/16/09	Temporary Utility Pole Bracing
SS 01506	1/27/14	Polymer Concrete Manholes
SS 01540	1/22/13	By-Pass Pumping
SS 01900	12/29/14	Removal and Disposal of Asbestos Cement Pipe
SS 01920	7/15/14	Lift Station and Pump Vault Abandonment

VOL. 2 10/09/00 **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:

Barrington Way FM Reroute and Gravity System Upgrade

Located at: 11500-11700 Barrington Way, 7300-7700 Danwood Drive and 8411 Fathom Circle

CIP ID# 6943.029

IFB# 6100 CLMC 526

The Work consists of demolishing one Lift Station Wet Well and Pump Vault, removing 3168 LF of 8" to 10" AC and DI wastewater pipe and replacing with 15" PVC pipe in the same trench, removing ten 4' dia. ww manholes and installing nine 4' to 5' dia. manholes, removing and replacing 1243 LF of 6" dia ww service laterals, removing 40 LF of 8" AC water pipe and replacing with 8" PVC water pipe, overlaying 15990 SY of residential streets with 2" HMAC Type D, painting 2200 LF of lane striping, reconstructing 1050 SF of concrete sidewalks, reconstructing 165 LF of curb and gutter, reconstructing 335 SF of concrete driveways and other associated work.

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) 10:00 a.m., February 5, 2015.

ALL COMPLIANCE PLANS ARE DUE PRIOR TO (Austin time) 2:00 p.m., February 5, 2015.

BIDS WILL BE OPENED AT (Austin time) 2:00 p.m., February 5, 2015.

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 two hundred seventy (270) Calendar Days after date specified in the Notice to Proceed, in accordance with the Bid Form, Section 00300. Final completion shall be achieved within sixty (60) Calendar Days after substantial completion. Liquidated damages are \$920 per Calendar Day for failure to substantially complete the work and \$460 per Calendar Day for failure to achieve final completion within sixty (60) 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 January 14, 2015 at 3:00 p.m.
(date) (time)

(Austin time) at Austin Water Utility, Collection System Division, 2600 Webberville Rd. 2nd floor Auditorium, Austin, Texas 78702
(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>.

PROJECT MANAGER: Lisa Whitworth telephone (512) 974-5615

email lisa.whitworth@austintexas.gov

CONTRACT COMPLIANCE REP.: Monica Lopez telephone (512) 974-7057

email monica.lopez@austintexas.gov

END

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

The undersigned, in compliance with the Invitation for Bids for construction of the following Project: **Barrington Way FM Reroute and Gravity System Upgrade**

(CIP ID# 6943.029) (IFB# 6100 CLMC 526) 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.

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
210S-A	669	CY	Flexible Base	\$_____	\$_____
315S-D	4843	SY	Edge Milling	\$_____	\$_____
340S-B2	15990	SY	Hot Mix Asphaltic Concrete Pavement, 2 inches, Type D [Overlay]	\$_____	\$_____
340S-B3	2635	SY	Hot Mix Asphaltic Concrete Pavement, 2 inches, Type D [Trench Repair]	\$_____	\$_____
402S-A	12	CY	Controlled Low Strength Material [Sta 21+65 to 21+89]	\$_____	\$_____
430S-B	165	LF	P.C. Concrete Curb and Gutter (Fine Grading)	\$_____	\$_____
432SR-4	1050	SF	Reconstruct Concrete Sidewalks to 4 Inch thickness, including removal of existing sidewalk	\$_____	\$_____

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
433S-A	335	SF	Type I P.C. Concrete Driveway	\$_____	\$_____
504S-3W	15	EA	Adjusting Water Valve Boxes to Grade	\$_____	\$_____
505S-A	10	LF	Concrete Encasement for 15" Dia. Pipe	\$_____	\$_____
506-4WW	2	EA	Minor Manhole Height Adjustment, 4' Dia	\$_____	\$_____
506-CNWW	2	EA	Connection to Existing Manhole	\$_____	\$_____
506-SLWW	19	VF	Structural Lining of Existing Manhole	\$_____	\$_____
509S-1	4512	LF	Trench Excavation Safety Protective Systems, (all depths)	\$_____	\$_____
510-AW8"Dia	40	LF	Pipe, 8" Dia. PVC AWWA C-900 (DR-26) Water, (all depths) including Excavation and Backfill	\$_____	\$_____
510-AWW6"Dia	1243	LF	Pipe, 6" Dia. PVC SDR-26 Wastewater, (all depths) including Excavation and Backfill	\$_____	\$_____
510-AWW8"Dia	60	LF	Pipe, 8" Dia. PVC SDR-26 Wastewater, (all depths) including Excavation and Backfill	\$_____	\$_____
510-AWW15"Dia-A	646	LF	Pipe, 15" Dia. PVC SDR-26 Wastewater, (all depths) including Excavation and Backfill [From Sta 12+50 to Sta 18+96]	\$_____	\$_____
510-AWW15"Dia-B	2523	LF	Pipe, 15" Dia. PVC SDR-26 Wastewater, (all depths) including Excavation and Backfill [From Sta 0+00 to Sta 12+50 and From Sta 18+96 to End]	\$_____	\$_____

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
510-BWW6"x6" Dia.	59	EA	Connecting New WW Service to Exist. Private Service (6" Dia. New Service to 6" Dia. Private Service)	\$_____	\$_____
510-JR8"x8" Dia.	1	EA	Wet Connections, 8" Dia. X 8" Dia.	\$_____	\$_____
510-KR	0.092	Ton	Ductile Iron Fittings	\$_____	\$_____
602S-D	1840	SY	Grass Sodding – Match Existing	\$_____	\$_____
604S-A	5220	SY	Non-Native Seeding For Erosion Control Method B, Fiber Mulch	\$_____	\$_____
610S-A	110	LF	Protective Fencing Type A Chain Link Fence	\$_____	\$_____
628S-B	180	LF	Sediment Containment Dikes with filter fabric	\$_____	\$_____
641S	1	EA	Stabilized Construction Entrance	\$_____	\$_____
642S	500	LF	Silt Fence for Erosion Control	\$_____	\$_____
700S-TM	1	LS	Total Mobilization Payment	\$_____	\$_____
703	1000	LF	Safety Fencing	\$_____	\$_____
802S-B C.I.P.	3	EA	C. I. P. Project Sign	\$_____	\$_____
803S-CD	330	CAL. DAY	Barricades, Signs, & Traffic Handling	\$_____	\$_____
860S-C	2200	LF	Pavement Marking Paint (Reflectorized), 4" Yellow	\$_____	\$_____

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
863S-3	150	EA	Reflectorized Pavement Markers (Type II-A-A)	\$ _____	\$ _____
SP111S	500	CY	Removal of Excess Oversized Rocks from WW Trench	\$ _____	\$ _____
SP130S-A1	500	CY	Class A (Select Borrow)	\$ _____	\$ _____
SP506-CO-WW	1	EA	Cleanout within Concrete Pavement per Detail 520S-4	\$ _____	\$ _____
SP506S-RWW	1	EA	Removal of Existing Manhole [Sta 0+64]	\$ _____	\$ _____
SS1506-DMH4	1	EA	Drop Polymer Concrete Manhole w/Pre-cast Base, 4' Dia.	\$ _____	\$ _____
SS1506-DMH5	1	EA	Drop Polymer Concrete Manhole w/Pre-cast Base, 5' Dia.	\$ _____	\$ _____
SS1506-EDM4	16	VF	Extra Depth Polymer Concrete Manhole, 4' Dia.	\$ _____	\$ _____
SS1506-EDM5	18	VF	Extra Depth Polymer Concrete Manhole, 5' Dia.	\$ _____	\$ _____
SS1506-MH4	3	EA	Pre-cast Polymer Concrete Manhole w/Pre-cast Base, 4' Dia.	\$ _____	\$ _____
SS1506-MH5	4	EA	Pre-cast Polymer Concrete Manhole w/Pre-cast Base, 5' Dia.	\$ _____	\$ _____
SS01900-10	1650	LF	Removal and Disposal of 10" AC Pipe	\$ _____	\$ _____
SS01900-8	1107	LF	Removal and Disposal of 8" AC Pipe	\$ _____	\$ _____
SS01900-6	810	LF	Removal and Disposal of 6" AC Pipe	\$ _____	\$ _____

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
SS01920	1	LS	Lift Station Wet Well and Pump Vault Demolition	\$ _____	\$ _____

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.

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 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 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 ninety (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.

The Bid also includes the cost to provide and maintain through completion of Work all necessary safety rails, barricades, platforms, fences, covers, and signs necessary to adequately protect and safeguard all vehicular and pedestrian traffic within proximity of the Work. The safety information identified in the Project Safety Manual, and in the Supplemental General Conditions, outlines the minimum safety requirements for the Project. CONTRACTOR shall not limit the amount of effort directed toward its safety program based on the requirements identified in the Project Safety Manual. This program is in addition to CONTRACTOR's existing safety program, not in lieu of that program.

GEOTECHNICAL BASELINE ACKNOWLEDGEMENT: The undersigned bidder certifies that he/she has read and understands the Geotechnical Baseline Report (GBR), the Geotechnical Data Report and all other geological and geotechnical information and data as provided in the Contract Documents, including all Addenda. **The Bidder acknowledges and agrees that the GBR represents the contractual statement of the subsurface conditions reasonably anticipated to be encountered during construction. The GBR will be used to evaluate whether subsurface conditions differ materially from those indicated in the GBR.**

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 seventy (270) Calendar Days. The Bidder further agrees to reach Final Completion within sixty (60) 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 nine hundred twenty dollars (\$920) per Calendar Day as liquidated damages, not as a penalty, but for delay damages to the OWNER. 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 four hundred sixty dollars (\$460) per 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

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.

EXAMPLE: BID PRICES SUBMITTED BY COMPUTER PRINTOUT

Project Name:
CIP ID #:
IFB #:

Bid Item #	Bid Item Description	Unit	Qty	Unit Bid Price	Total Amount
Total Bid:					

(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

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

PREVAILING WAGE RATE DETERMINATION

HEAVY AND HIGHWAY CONSTRUCTION

COUNTY NAME: TRAVIS

Wages based on DOL General Decision:TX150016 01/02/2015 TX16

Classification	Wage Rate	Classification	Wage Rate
Agricultural Tractor Operator	\$ 12.69	Laborer, Utility	\$ 12.27
Asphalt Distributor Operator	\$ 15.55	Loader/Backhoe Operator	\$ 14.12
Asphalt Paving Machine Operator	\$ 14.36	Mechanic	\$ 17.10
Asphalt Raker	\$ 12.12	Milling Machine	\$ 14.18
Boom Truck Operator	\$ 18.36	Motor Grader Operator - Fine Grade	\$ 18.51
Broom or Sweeper Operator	\$ 11.04	Motor Grader Operator - Rough	\$ 14.63
Cement Mason/Concrete Finisher	\$ 12.56	Painter - Structures	\$ 18.34
Concrete Pavement Finishing Machine Operator	\$ 15.48	Pavement Marking Machine Operator	\$ 19.17
Crane, Hydraulic 80 tons or less	\$ 18.36	Pipelayer	\$ 12.79
Crane, Lattice Boom, 80 tons or less	\$ 15.87	Reclaimer/Pulverizer	\$ 12.88
Crane, Lattice Boom, over 80 tons	\$ 19.38	Reinforcing Steel Setter	\$ 14.00
Crawler Tractor	\$ 15.67	Roller Operator, Asphalt	\$ 12.78
Directional Drilling Locator	\$ 11.67	Roller Operator, Other	\$ 10.50
Directional Drilling Operator	\$ 17.24	Scraper Operator	\$ 12.27
Electrician	\$ 26.35	Servicer	\$ 14.51
Excavator, 50,000 lbs. or less	\$ 12.88	Spreader Box Operator	\$ 14.04
Excavator, over 50,000 lbs.	\$ 17.71	Structural Steel Worker	\$ 19.29
Flagger	\$ 10.10	Traffic Signal Installer/Light Pole Worker	\$ 16.00
Form Builder/ Setter, Structures	\$ 12.87	Trenching Machine Operator, Heavy	\$ 18.48
Form Setter - Paving & Curb	\$ 12.94	Truck Driver Tandem Axle Semi-Trailer	\$ 12.81
Foundation Drill Operator, Truck Mounted	\$ 16.93	Truck Driver, Lowboy-Float	\$ 15.66
Front End Loader Operator, 3CY or less	\$ 13.04	Truck Driver, Single Axle	\$ 11.79
Front End Loader Operator, over 3 CY	\$ 13.21	Truck Driver, Off Road Hauler	\$ 11.88
Laborer, Common	\$ 10.50	Truck Driver, Single or Tandem Axle Dump Truck	\$ 11.68
		Welder	\$ 15.97
		Work Zone Barricade Servicer	\$ 11.85

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

The Wage Compliance information detailed below was excerpted from General Decision TX20070043 or other DOL sources.

1. Additional Trade information:

Unlisted classifications needed for work not listed within the scope of the classifications listed may be added upon the advance approval of Contract Procurement. CONTRACTOR shall submit to City of Austin Contract Procurement the following: 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. Proposed trade may not be performed by any trade already listed.

2. Wages

For overtime, the basic hourly rate listed in the contract wage determination must be used in computing pay obligations.

3. Proper Designation of Trade

A work classification from the Prevailing Wage Poster for each worker must be made based on the actual type of work he/she performed on the job. In summary the work performed, not the "title" determines the correct worker classification and wage. Each worker must be paid no less than the wage rate on the wage decision for that classification **regardless** of his/her level of skill (exclusive of a bona fide apprentice currently registered in a DOL approved apprentice program - proof of individual registration must be supplied in advance to the City of Austin).

4. 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.

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