

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

ADDENDUM No. 3

Date July 20, 2015

City of Austin

Project Name Nelray and Evans Utility Improvements

C.I.P. No. 2231.216

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated June 22, 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:

Revised Section 0020 which corrects the bid dates.

Revised 300U deletes bid item number SS 1025-01 (4521 Speedway)

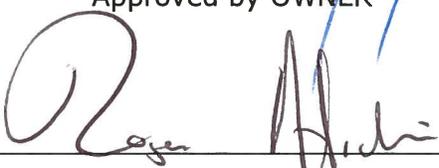
B. Drawing Revisions:

None

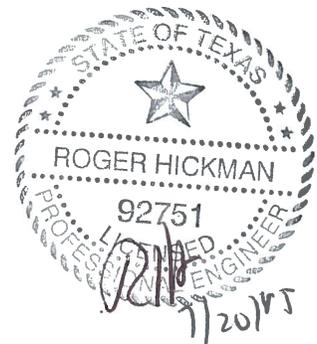
This addendum consists of 15 (including this page) pages.



Approved by OWNER



Approved by ENGINEER



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:

Nelray and Evans Utility Improvements

Located at the following:

Address Range	Street	Cross Street 1	Cross Street 2
705-301	Nelray Blvd	N. Lamar Blvd.	Chesterfield Ave.
615- 114	W. North Loop	Huische St.	Avenue F
613- 301	Genard St.	Huische St.	Leralynn st.
5200 - 5215	Guadalupe St.	Zennia St.	North Loop Blvd.
4611- 4500	Speedway	W. 45th St.	W.46th St.
4900- 5000	Duval St.	E.49th St.	W.50th St.
503- 509	E.50th	Duval St.	Evans Ave.
5000- 5109	Evans Ave.	E.50th St.	Bruning Ave.
5306- 5600	Middle Fiskville Rd.	E.53rd St.	E.56th St.

CIP ID# 2231.26 IFB# 6100 CLMC545

The Work consists of The work consists of 1) installation of approximately 4,977 L.F. of water line with all associated wet connection valves, fittings and appurtenances and including abandonment of existing water lines, 2) installation of approximately 4,640 L.F. of wastewater line with all associated manholes, by-pass pumping, connectors to the existing system and abandonment of existing wastewater lines and manholes and 3) full lane width pavement restoration upon completion of utility installation.

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) 7/30/2015 9:30AM.

ALL COMPLIANCE PLANS ARE DUE PRIOR TO (Austin time) 7/30/2015 1:30PM.

BIDS WILL BE OPENED AT (Austin time) 7/30/2015 1:30PM.

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 the Contract Award. 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 215 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 \$2950 per Calendar Day for failure to substantially complete the work and \$520 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 6/23/2015 at 10:00AM
(date) (time)

(Austin time) at 625 E. 10TH Street, Suite #104 - Waller Creek Center - Austin, TX 78702
(location)

Austin, Texas. 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: Brenda Baker

telephone: (512) 974-1175

email: brenda.baker@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:
Nelray and Evans Utility Improvements

(CIP ID# _2231.216_) (IFB# _6100 CLMC545_) 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.

Water FDU# 3960-2207-6351					
<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Amount</u>
<u>210S-A-W</u>	<u>811</u>	<u>CY</u>	<u>Flexible Base</u>	\$ _____	\$ _____
<u>315S-C-W</u>	<u>33</u>	<u>SY</u>	<u>Transition Milling</u>	\$ _____	\$ _____
<u>315S-D</u>	<u>141</u>	<u>SY</u>	<u>Edge Milling</u>	\$ _____	\$ _____
<u>340S-B-W</u>	<u>15,930</u>	<u>SY</u>	<u>Hot Mix Asphaltic Concrete Pavement, 3 In, Type C</u>	\$ _____	\$ _____
<u>401S-A-W</u>	<u>1090</u>	<u>CY</u>	<u>Unclassified Structural Excavation, Plan Quantity (Removal of Culverts)</u>	\$ _____	\$ _____
<u>402S-A</u>	<u>160</u>	<u>CY</u>	<u>Controlled Low Strength Material</u>	\$ _____	\$ _____
<u>430S-B-W</u>	<u>600</u>	<u>LF</u>	<u>P.C. Concrete Curb and Gutter (Fine Grading)</u>	\$ _____	\$ _____
<u>432SR-4-W</u>	<u>200</u>	<u>SF</u>	<u>Reconstruct Concrete Sidewalks to 4 Inches thickness, including removal of existing sidewalk</u>	\$ _____	\$ _____
<u>433S-A-W</u>	<u>50</u>	<u>SF</u>	<u>Type I P.C. Concrete Driveway</u>	\$ _____	\$ _____

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Amount</u>
501S-W	23	LF	JACKING OR BORING 24 IN. PIPE, STEEL	\$ _____	\$ _____
504S-3W	120	EA	Adjusting Water Valve Boxes to Grade	\$ _____	\$ _____
505S-B-W	27	LF	Encasement Pipe 24 Dia., Type Steel.	\$ _____	\$ _____
509S-1-W	4,977	LF	Trench Excavation Safety Protective Systems (all depths)	\$ _____	\$ _____
510-AW 6 Dia. DI	255	LF	Pipe, 6" Dia. Type DI (all depths), including Excavation and Backfill	\$ _____	\$ _____
510-AW 8 Dia. DI	322	LF	Pipe, 8" Dia. Type DI (all depths), including Excavation and Backfill	\$ _____	\$ _____
510-AW12	2,905	LF	Pipe, 12" Dia.PVC(All Depths), Including Excavation and Backfill	\$ _____	\$ _____
510-AW 6 Dia. PVC	20	LF	Pipe, 6" Dia. PVC (all depths), including Excavation and Backfill	\$ _____	\$ _____
510-AW 8 Dia. PVC	1,730	LF	Pipe, 8" Dia. PVC (all depths), including Excavation and Backfill	\$ _____	\$ _____
510-AW 2 Dia. HDPE	2,975	LF	Pipe, 2" Dia. Type HDPE (all depths), including Excavation and Backfill	\$ _____	\$ _____
510-BW 2 x 1 Dia.	120	EA	Connecting New 2" Water Service to Existing Private Service (2 Dia. New Service to 1 Dia. Private Service)	\$ _____	\$ _____
510-FR	64	LF	Concrete Trench Cap, 10-ft. Width	\$ _____	\$ _____
510-JW 6 x 6 Dia.	5	EA	Wet Connections, 6" Dia.X 6"Dia.	\$ _____	\$ _____
510-JW 8 x 6 Dia.	4	EA	Wet Connections, 8" Dia.X 6"Dia.	\$ _____	\$ _____

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
<u>510-JW 8 x 8 Dia.</u>	<u>5</u>	<u>EA</u>	<u>Wet Connections, 8" Dia.X 8"Dia.</u>	\$ _____	\$ _____
<u>510-JW 8 x 12 Dia.</u>	<u>1</u>	<u>EA</u>	<u>Wet Connections, 8" Dia.X 12"Dia.</u>	\$ _____	\$ _____
<u>510-KW</u>	<u>5</u>	<u>TN</u>	<u>Ductile Iron Fittings</u>	\$ _____	\$ _____
<u>510-SD 36 Dia.</u>	<u>10</u>	<u>LF</u>	<u>Pipe, 36" Dia. Type Concrete (all depths), including Excavation and Backfill</u>	\$ _____	\$ _____
<u>510-SD 42 Dia.</u>	<u>20</u>	<u>LF</u>	<u>Pipe, 42" Dia. Type Concrete (all depths), including Excavation and Backfill</u>	\$ _____	\$ _____
<u>511S-6A</u>	<u>14</u>	<u>EA</u>	<u>Valves, Resilient Seated Gate 6" Diameter</u>	\$ _____	\$ _____
<u>511S-8A</u>	<u>16</u>	<u>EA</u>	<u>Valves, Resilient Seated Gate 8" Diameter</u>	\$ _____	\$ _____
<u>511S-12A</u>	<u>8</u>	<u>EA</u>	<u>Valves, Resilient Seated Gate 12" Diameter</u>	\$ _____	\$ _____
<u>511S-B</u>	<u>13</u>	<u>EA</u>	<u>Fire Hydrants (See Standard No. 511S-17)</u>	\$ _____	\$ _____
<u>559S-A 3X7</u>	<u>8</u>	<u>CY</u>	<u>Cast in Place Box Culverts 3x7</u>	\$ _____	\$ _____
<u>602S-B-W</u>	<u>368</u>	<u>SY</u>	<u>Sodding for Erosion Control (St. Augustine)</u>	\$ _____	\$ _____
<u>610S-A-W</u>	<u>2500</u>	<u>LF</u>	<u>Protective Fencing Type A Chain Link fence (Typical Application-high damage potential)</u>	\$ _____	\$ _____
<u>628S-B-W</u>	<u>1000</u>	<u>LF</u>	<u>Sediment Containment Dike (Triangular Filter Dike)</u>	\$ _____	\$ _____
<u>871S-4A</u>	<u>5,765</u>	<u>LF</u>	<u>Reflectorized Type I Thermoplastic Pavement Markings 4 inches in width, 60 mils in thickness Yellow in color (double yellow)</u>	\$ _____	\$ _____

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Amount</u>
<u>871S-6A</u>	<u>2,595</u>	<u>LF</u>	ReflectORIZED Type I Thermoplastic Pavement Markings 6 inches in width, 60 mils in thickness White in color	\$ _____	\$ _____
<u>871S-8A</u>	<u>300</u>	<u>LF</u>	ReflectORIZED Type I Thermoplastic Pavement Markings 8 inches in width, 60 mils in thickness White in color	\$ _____	\$ _____
<u>871S-12A</u>	<u>300</u>	<u>LF</u>	ReflectORIZED Type I Thermoplastic Pavement Markings 12 inches in width, 60 mils in thickness White in color	\$ _____	\$ _____
<u>871S-D1</u>	<u>10</u>	<u>EA</u>	ReflectORIZED Type I Thermoplastic Pavement Markings 4 inches in width, 100 mils in thickness White in color (Symbols)	\$ _____	\$ _____
<u>871S-D2</u>	<u>29</u>	<u>EA</u>	ReflectORIZED Type I Thermoplastic Pavement Markings 4 inches in width, 100 mils in thickness White in color (Bike lane arrows)	\$ _____	\$ _____
<u>SP510-LW</u>	<u>8</u>	<u>EA</u>	Cut/Plug Existing Water Line	\$ _____	\$ _____
<u>SP511S-RFH</u>	<u>8</u>	<u>EA</u>	Remove existing Fire hydrant and Valve	\$ _____	\$ _____
<u>SP511S-RGV</u>	<u>13</u>	<u>EA</u>	Remove existing Gate Valve	\$ _____	\$ _____
<u>SS2000-6</u>	<u>1</u>	<u>EA</u>	Temporary Plug Valve 6" Dia	\$ _____	\$ _____
<u>SS2000-8</u>	<u>1</u>	<u>EA</u>	Temporary Plug Valve 8" Dia	\$ _____	\$ _____
<u>SS2000-12</u>	<u>1</u>	<u>EA</u>	Temporary Plug Valve 12" Dia	\$ _____	\$ _____

Wastewater FDU# 4480-2307-8288					
Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
<u>210S-A-WW</u>	<u>760</u>	<u>CY</u>	<u>Flexible Base</u>	\$ _____	\$ _____
<u>315S-C-WW</u>	<u>34</u>	<u>SY</u>	<u>Transition Milling</u>	\$ _____	\$ _____
<u>315S-D-WW</u>	<u>142</u>	<u>SY</u>	<u>Edge Milling</u>	\$ _____	\$ _____
<u>340S-B-WW</u>	<u>18,930</u>	<u>SY</u>	<u>Hot Mix Asphaltic Concrete Pavement, 3 In, Type C</u>	\$ _____	\$ _____
<u>401S-A-WW</u>	<u>50</u>	<u>CY</u>	<u>Unclassified Structural Excavation, Plan Quantity (Removal of Manholes)</u>	\$ _____	\$ _____
<u>402S-A</u>	<u>200</u>	<u>CY</u>	<u>Controlled Low Strength Material</u>	\$ _____	\$ _____
<u>430S-B-WW</u>	<u>660</u>	<u>LF</u>	<u>P.C. Concrete Curb and Gutter (Fine Grading)</u>	\$ _____	\$ _____
<u>432SR-4-WW</u>	<u>200</u>	<u>SF</u>	<u>Reconstruct Concrete Sidewalks to 4 Inches thickness, including removal of existing sidewalk</u>	\$ _____	\$ _____
<u>433S-A-WW</u>	<u>50</u>	<u>SF</u>	<u>Type I P.C. Concrete Driveway</u>	\$ _____	\$ _____
<u>505S-B-WW</u>	<u>46</u>	<u>LF</u>	<u>Encasement Pipe 16 Dia., Type Steel.</u>	\$ _____	\$ _____
<u>506 AB</u>	<u>10</u>	<u>EA</u>	<u>Abandon Existing Manhole</u>	\$ _____	\$ _____
<u>506S-CN</u>	<u>3</u>	<u>EA</u>	<u>Connection to Existing Manhole</u>	\$ _____	\$ _____
<u>506S D4</u>	<u>4</u>	<u>EA</u>	<u>Drop Manhole w/Pre-cast Base, 4' Dia.</u>	\$ _____	\$ _____
<u>506S EDMS W4</u>	<u>11</u>	<u>VF</u>	<u>EXTRA DEPTH OF MANHOLE, 48-INCH DIA.</u>	\$ _____	\$ _____
<u>506 M 4</u>	<u>17</u>	<u>EA</u>	<u>Standard Pre-cast Manhole w/Pre-cast Base, 4' Dia.</u>	\$ _____	\$ _____
<u>509S-1-WW</u>	<u>4,635</u>	<u>LF</u>	<u>Trench Excavation Safety Protective Systems (all depths)</u>	\$ _____	\$ _____

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Amount</u>
510-AWW 6 Dia. PVC	3,365	LF	Pipe, 6" Dia. PVC (all depths), including Excavation and Backfill	\$ _____	\$ _____
510-AWW 8 Dia. PVC	4,635	LF	Pipe, 8" Dia. PVC (all depths), including Excavation and Backfill	\$ _____	\$ _____
510-BWW6X8	132	EA	Installing or Reconnecting Lateral Service to Existing, or Replaced Pipe (6" Dia. SDR26 PVC Service)	\$ _____	\$ _____
602S-B-WW	367	SY	Sodding for Erosion Control (St. Augustine)	\$ _____	\$ _____
610S-A-WW	1800	LF	Protective Fencing Type A Chain Link fence (Typical Application-high damage potential)	\$ _____	\$ _____
628S-B-WW	160	LF	Sediment Containment Dike (Triangular Filter Dike)	\$ _____	\$ _____
SP401S-K	1	LS	Structural Excavation Speedway Ave. WWL: Sta. 2+58 and 2+87, includes culvert floor reconstruction	\$ _____	\$ _____
SP510-LWW	28	EA	Cut/Plug Existing Wastewater Line	\$ _____	\$ _____
SP510-PH	2	EA	Potholing on Speedway Ave: Sta 2+58 and 2+87	\$ _____	\$ _____
SS 3000R-CF	4	EA	Reform manhole invert per current COA specs and details; coat interior with 125-mil non-structural liner per SPL WW-511, Complete and In Place	\$ _____	\$ _____
<u>Common Items #3960-2207-6351, #4480-2307-8288</u>					
<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Amount</u>
700S-TM	1	LS	Total Mobilization Payment	\$ _____	\$ _____
802S-A C.I.P.	16	LS	C.I.P. Project Signs	\$ _____	\$ _____
803S-CD	275	CD	Barricades, Signs, and Traffic Handling	\$ _____	\$ _____

ALLOWANCE (SOIL BORINGS):..... \$ 10,000

ALLOWANCE (4512 SPEEDWAY LATERAL SERVICE):..... \$ 25,000

WATER BID ITEMS AMOUNT:..... \$ _____

WASTEWATER BID ITEMS AMOUNT:..... \$ _____

COMMON BID ITEMS AMOUNT:..... \$ _____

TOTAL BID (INCLUDES ALLOWANCE)..... \$ _____

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.

For a more detailed explanation of Bid allowances, see Section 1020.

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 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 (120) 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 includes all Automobile Liability and Builder's Risk Insurance premiums required to meet the insurance limits in the Supplemental General Conditions and includes all premiums for a Performance Bond and a Payment Bond in the sum of one hundred percent of the Contract Amount. The Bid excludes all costs for the insurance coverages and limits, up to the limits set forth in the Supplemental General Conditions, duplicated by those in the ROCIP, including the costs for all proposed Subcontractors for such coverages and limits as described in the Supplemental General Conditions, and as calculated in accordance with the Insurance Cost Form, Section 00425.

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, the Reflection Survey 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 and fifteen** (215) Calendar Days. **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** 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 two thousand nine hundred and fifty dollars (\$ 2950) 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 five hundred and twenty dollars (\$ 520.00) 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

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