

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

ADDENDUM No. 1

Date October 21, 2016

City of Austin

Project Name Walnut Creek WWTP Tertiary Filter Rehabilitation Project

C.I.P. No. 3023.025 IFB No.: CLMC 587

This Addendum forms a part of the Contract and corrects or modifies original Bid Documents, dated September 19, 2016. 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. Invitation for Bids / 00020: Make the following changes:

ALL BIDS ARE DUE PRIOR TO (Austin Time):

Delete "October 27, 2016 at 9:00AM" and replace with "November 03, 2016 at 9:00AM"

ALL COMPLIANCE PLANS ARE DUE PRIOR TO (Austin Time):

Delete "October 27, 2016 at 1:00PM" and replace with "November 03, 2016 at 1:00PM"

BIDS WILL BE OPENED AT (Austin Time):

Delete "October 27, 2016 at 1:00PM" and replace with "November 03, 2016 at 1:00PM"

2. Bidders Experience / 00400: Delete Section 00400 dated 06/01/16 in its entirety including Attachments A-L and replace with the attached Section 00400 dated 06/01/16 including Attachments A-I. Note that revisions have been made to Attachment D.
3. TWDB Supplemental General Conditions / 00810-TWDB: Delete Section 00810-TWDB dated 5/11/2016 in its entirety and replace with the attached Section 00810-TWDB dated 08/19/16.
4. Summary of Work / 01010:
Paragraph 1.2.2.: Delete the paragraph in its entirety and replace with the following:
"Filters 5-10. Partial rehabilitation of filters 5 through 10 will consist of demolition of the existing troughs and then construction of trough wall height increase, installation of new troughs (with trough baffles if Alternate No. 1 is selected), and addition of anthracite media to bring the total depth of anthracite to 4 feet."

Paragraph 1.3: Add the following as a new paragraph after the first paragraph:

"The Filter Control System (FCS) Preliminary submittal shall be submitted within seven (7) calendar days after the Award and Execution of Contract. Owner and Engineer will review

and evaluate this preliminary information. Preliminary acceptance of submittal shall not in any way constitute a waiver of the specifications covering such equipment; final acceptance will be based on full conformity with the Contract Documents. The following shall be included in the Preliminary submittal:

- Comprehensive equipment bill of material list for the entire filter control system, including control devices, valves, actuators, instruments, UPSs, and network devices. Material lists shall include description, manufacturer, model/part number, and quantity.
- Notarized certificate for Guarantee of Five (5) Year Warranty on all filter control system equipment, including control devices, valves, actuators, instruments, UPSs, and network devices.
- Copy of all prepackaged filter control system Operator Interface Units (OIU) screens
- Filter master and console panel drawings
- Produce the prepackaged filter control system PLC program for review by Owner and Engineer
- Demonstration of prepackaged filter control system functionality including the PLC program and OIUs
- Submittal items listed in specification section 11465 1.7 FCS Qualifications and 1-8. FCSS Qualifications."

5. Structural and Miscellaneous Metals / 05990:

Multiple revisions to pages 10, 11, and 12 of the Specification have been made. Delete pages 10, 11, and 12 of Section 05990 dated 6/2/2016 and replace with the attached pages 10, 11, and 12 dated 10/18/2016.

Paragraph 1-1: Delete "Weir Plates and Media Retention Baffles" and replace with "Media Retention Baffles"

Replace all references to Specification Section "722S" with Specification Section "09940".

Add the following at the end of the Section:

3-6. FILTER WASH WATER TROUGH TESTING. Filter wash water troughs and all accessories, including media retention baffles, shall meet all requirements for testing in Specification Section 13220 Filter Underdrains and Media.

6. Fiberglass Reinforced Plastic Fabrications / 06600: Add the following at the end of the Section:

3-2. FILTER WASH WATER TROUGH TESTING. Filter wash water troughs and all accessories, including media retention baffles, shall meet all requirements for testing in Specification Section 13220 Filter Underdrains and Media.

7. Steel Pipe / 15062, Paragraph 2-16.01: Delete reference to Specification Section "722S" and replace with Specification Section "09940".

8. Horizontal End Suction Centrifugal Pumps / 11115, Paragraph 2-2, Minimum Pump Suction Nozzle Size: Replace "30 in" with "24 in".

9. Filter Control System / 11465, Paragraph 2-7.02, Replace the fourth sentence of the second paragraph with the following: "The transmitter shall have dual 4-20 mA dc analog outputs and a local indicator with a multi-line LCD display calibrated in engineering units of flow."

10. I/O Schedule / 11465 – Appendix C, Add the following IO to the I/O Schedule:

Type: AI, Description: Air Scour Blower No. 1 Blower Motor Vibration no.1, Field Device: BL-001, Controller ID: PLC-202-1, Signal Type: 4-20mA, Calibration Range: 0-100%, Power: 2-wire, Signal Type: N/A, Close State: N/A, P&ID Drawing: PID-16

Type: AI, Description: Air Scour Blower No. 1 Blower Motor Vibration no.2, Field Device: BL-001, Controller ID: PLC-202-1, Signal Type: 4-20mA, Calibration Range: 0-100%, Power: 2-wire, Signal Type: N/A, Close State: N/A, P&ID Drawing: PID-16

Type: AI, Description: Air Scour Blower No. 2 Blower Motor Vibration no.1, Field Device: BL-002, Controller ID: PLC-202-1, Signal Type: 4-20mA, Calibration Range: 0-100%, Power: 2-wire, Signal Type: N/A, Close State: N/A, P&ID Drawing: PID-16

Type: AI, Description: Air Scour Blower No. 2 Blower Motor Vibration no.2, Field Device: BL-002, Controller ID: PLC-202-1, Signal Type: 4-20mA, Calibration Range: 0-100%, Power: 2-wire, Signal Type: N/A, Close State: N/A, P&ID Drawing: PID-16

Type: AI, Description: Air Scour Blowers Discharge Flow, Field Device: FIT-100, Controller ID: PLC-202-1, Signal Type: 4-20mA, Calibration Range: 03,810 SCFM, Power: 4-wire, Signal Type: N/A, Close State: N/A, P&ID Drawing: PID-16

11. Multistage Centrifugal Blowers / 11610:

Paragraph 2-9.04.05, Insert after fourth paragraph, "In addition to vibration switches used for alarm and shutdown conditions, vibration sensors shall be mounted on the bearing housing and provide a 4-20 mA signal back to the blower control panel PLC."

Paragraph 2-10.05, Replace last bullet item with, "PLC Programming and Documentation Software Model No. Modicon Unity Pro S"

Paragraph 2-10.15, Replace the entire paragraph with, "The software shall be suitable for running on a laptop computer running Windows 7 operation system. Blower manufacturer shall be responsible for providing the programming software to program the PLCs. The programming software will not be required to be turned over to the Owner."

Paragraph 2-10.15.01, Replace the last sentence with, The software shall be Modicon Unity Pro S."

12. Filter Underdrains and Media / 13220:

Paragraph 2-2, Filter Gravel Specific Gravity: Replace "3.80 minimum" with "2.60 minimum".

Paragraph 2-3: Delete the paragraph in its entirety and replace with the following:

"FILTER WASH WATER TROUGHS. Filter wash water troughs shall be fabricated from either stainless steel or fiberglass reinforced plastic (FRP). Depending on the material to be supplied, refer to Section 05990 or 06600 for filter wash water trough requirements. Troughs for filters 1-

4 shall be provided with media retention baffles. Troughs for filters 5-10 shall be provided with media retention baffles if Alternate No. 1 is selected."

Add the following at the end of the Section:

"3-3. FILTER WASH WATER TROUGH TESTING. The Contractor shall guarantee that the filter media loss shall not exceed 2 inches per year. The Contractor shall measure the average media bed depth at two different times. The first measurement shall be after at least 30 days of filter operation and the second measurement shall take place between 90 and 120 days of filter operation. The annual filter media loss shall be measured by calculating the difference in inches of measured average media depth and expressing per equivalent year of operation, as follows:

$$\text{Difference in media depth (in)} * (365 \text{ days/days between measurements}) = \text{media loss per year (in)}$$

If media depth exceeds 2 inches per year, the Contractor shall provide replacement of media at no additional cost to the Owner as well as providing the penalty cost of replacing 2 inches of media over a 20 year period with 5 percent interest."

B. Drawing Revisions:

1. Drawing M-01: Make the following changes:

On the upper right side of the drawing, move the three leaders from the note that reads "EXISTING HATCHES IN TOP SLAB..." to the left so they point to the three hatches.

Move the leader from the dimension that reads "6'-6" x 6'-6"" to the left so it points to the north hatch.

Move the leader from the dimension that reads "6'-9" x 6'-6"" to the left so it points to the center hatch.

Move the leader from the dimension that reads "7'-0" x 6'-6"" to the left so it points to the south hatch.

2. Drawing M-09: Make the following change:

Delete Note 2 in its entirety and replace with the following:

"2. INSTALLATION OF NEW TROUGHS BASED ON REQUIREMENTS IN SPECIFICATION 05990 OR 06600 (DEPENDING ON THE TYPE OF TROUGH PROVIDED) AND ACTUAL TROUGHS SUPPLIED. INSTALL TROUGHS AS PER MANUFACTURER'S RECOMMENDATIONS."

3. Drawing PID-16: Make the following changes (revised drawing will be provided after Contract Award):

Add two vibration sensors to each blower. Add two vibration indicators at the blower control panel. Add two analog signals from the blower control panel to the SCADA system for each blower. Add new analog signals over the Ethernet network, one for each vibration sensor.

From FE/FIT-100 show two independent analog signals from the flowmeter. One connecting to BB-PLC-201-I and the other to BB-PLC-202-I.

Delete Note 8 in its entirety and replace with the following:

"8. All valves, actuators, control panels, or instruments marked by a * are to be provided by the FCSS and shipped loose to be installed by the installation contractor."

This addendum consists of 50 page(s)/sheet(s).

Stan D. Miller 10/21/2016

Approved by OWNER

Carlos Chavez

Approved by ENGINEER/ARCHITECT

END



Bidding Requirements, Contract Forms and Conditions of the Contract
STATEMENT OF BIDDERS EXPERIENCE
Section 00400

Project Name: Walnut Creek Wastewater Treatment Plant Tertiary Filter Rehabilitation Project

IFB Number: CLMC 587

CIP ID Number: 3023.025

Bidder's Name: _____

Bidder must complete all Attachments to Section 00400 clearly and comprehensively. If necessary, responses may be continued on separately attached sheets.

To be considered a responsive and responsible bidder, the apparent three (3) low Bidders must complete and submit within three (3) working days of notification of low bidder status Attachments A through I in accordance with Article 11, Section 00100. Any information in Attachments A through I that indicates the Bidder or a "Subcontractor" is not responsible or that might negatively impact a Bidder's ability to complete the Work within the Contract Time and for the Contract Price may result in the Bid being rejected.

The Bidder is responsible for the accuracy and completeness of all of the information provided by the Bidder or a proposed Subcontractor in response to this Invitation for Bids.

POST-BID SUBMITTALS

ATTACHMENT A – BIDDER’S INFORMATION

ATTACHMENT B – EXPERIENCE REQUIREMENTS (GENERAL CONTRACTOR)

ATTACHMENT C – PROJECT MANAGER AND SUPERINTENDENT EXPERIENCE

ATTACHMENT D– EXPERIENCE REQUIREMENTS (SPECIFIC CONSTRUCTION OR TECHNICAL EXPERIENCE)

ATTACHMENT E – AVAILABLE EQUIPMENT

ATTACHMENT F – AVAILABLE WORKFORCE

ATTACHMENT G – CURRENT PROJECTS

ATTACHMENT H – COMPLETED PROJECTS

ATTACHMENT I – BIDDER’S AUTHENTICATION

**ATTACHMENT A
BIDDER'S INFORMATION**

(Complete and return within three (3) days of notification of the three (3) low bidders' status)

IFB Number: CLMC 587

CIP ID Number: 3023.025

A. Name of Bidder: _____

B. Bidder's Permanent Address: _____

C. Bidder's Phone No.: () _____ - _____

D. Number of years in business under current company name: _____

(Note: Bidder must have been in existence for a minimum of one (1) year under its current company name. Changes in company name during the experience period are acceptable, if the continuity of the company can be demonstrated. Attach separate documentation, if applicable.)

If Bidder answers "YES" for any of questions D through G, Bidder must attach separate sheets with a brief description or explanation of the answer and provide pertinent contact information (parties' names, addresses and telephone numbers).

E. Has the Bidder ever defaulted on a contract?

YES (___) NO (___)

F. Are there currently any pending judgments, claims, or lawsuits against the Bidder?

YES (___) NO (___)

G. Does Bidder currently have any pending claims, judgments or lawsuits against any prior client?

YES (___) NO (___)

H. Is the Bidder or its principals involved in any bankruptcy or reorganization proceedings?

YES (___) NO (___)

ATTACHMENT B

EXPERIENCE REQUIREMENTS (GENERAL CONTRACTOR)

(Complete and return within three (3) days of notification of the three (3) low bidders' status)

IFB Number: CLMC 587

CIP ID Number: 3023.025

GENERAL CONTRACTOR EXPERIENCE

Bidder must list and describe Bidder's (not proposed subcontractors') construction experience as a general contractor for a minimum of three (3) successfully completed projects of comparable size, scope and complexity to the Work described in the Contract Documents. Bidders should refer to the 1.2 Description of Work section in contract document 01010 Summary of Work to determine what is reasonably comparable. Decisions on "comparability" are at the complete discretion of the OWNER.

Bidder must have completed the projects within the past ten (10) years.

PROJECT NO. 1:

Name of Project: _____

Location: _____

OWNER's Name and Address: _____

OWNER's Contact Person (Print): _____

Phone/Fax No.: _____ / _____

Initial Contract Price: _____

Final Contract Price: _____

Contract Start Date: _____ (*Date of Notice To Proceed*)

Contract Time: _____ () *Calendar Days* () *Working Days*

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract time extensions were added to the contract as a result of Bidder's responsibilities, provide a short explanation of each.

Project Description and why it is comparable to this Contract:

PROJECT NO. 2:

Name of Project: _____

Location: _____

OWNER's Name and Address: _____

OWNER's Contact Person (Print): _____

Phone/Fax No.: _____ / _____

Initial Contract Price: _____

Final Contract Price: _____

Contract Start Date: _____ (*Date of Notice To Proceed*)

Contract Time: _____ () *Calendar Days* () *Working Days*

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract time extensions were added to the contract as a result of Bidder's responsibilities, provide a short explanation of each.

Project Description and why it is comparable to this Contract:

PROJECT NO. 3:

Name of Project: _____

Location: _____

OWNER's Name and Address: _____

OWNER's Contact Person (Print): _____

Phone/Fax No.: _____ / _____

Initial Contract Price: _____

Final Contract Price: _____

Contract Start Date: _____ (*Date of Notice To Proceed*)

Contract Time: _____ () *Calendar Days* () *Working Days*

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract time extensions were added to the contract as a result of Bidder's responsibilities, provide a short explanation of each.

Project Description and why it is comparable to this Contract:

ATTACHMENT C

PROJECT MANAGER & SUPERINTENDENT EXPERIENCE

(Complete and return within three (3) days of notification of the three (3) low bidders' status)

IFB Number: CLMC 587

CIP ID Number: 3023.025

Bidder must attach resumes for the Project Manager and Superintendent who will be assigned to this project. The resumes must demonstrate that these individuals have worked on at least three (3) similar, successfully completed projects in the capacity of Project Manager or Superintendent, or other responsible supervisory capacity, as applicable, during the last 10 years.

Project Manager (name): _____

Superintendent (name): _____

(Insert Resumes & Experience)

ATTACHMENT D

(Complete and return within three (3) days of notification of the three (3) low bidders' status)

SPECIFIC CONSTRUCTION EXPERIENCE (GENERAL CONTRACTOR OR SUBCONTRACTOR PERFORMING THE WORK)

Bidder must provide the following project history information for each Construction Experience requirement listed below. OWNER may in its reasonable discretion deem the provided experience information insufficient and reject the Bid.

For each Construction Experience item listed below, list and describe the applicable Construction Experience for a minimum of three (3) successfully completed projects of comparable size, scope, and complexity to the Work described for this project. Comparability requirements may be spread among the three (3) projects per item submitted, e.g. One Project may demonstrate comparable size, another Project may demonstrate comparable scope and another may demonstrate comparable complexity. Decisions on "comparability" are at the complete discretion of the OWNER.

The Work must have been performed within the past ten (10) years.

Bidder must provide all requested information in a complete, clear, and accurate manner. If necessary, additional information may be provided on separate attached sheets. Failure to provide any requested information may cause the Bid to be rejected by OWNER as non-responsive.

If the Bidder proposes to fulfill any specific construction experience requirement with subcontracted resources, the applicable Subcontractor must be included in the Bidder's Original MBE/WBE Compliance Plan. Failure to include subcontractors on the MBE/WBE Compliance Plan may render your bid non-responsive.

SPECIFIC CONSTRUCTION EXPERIENCE ITEMS REQUIRED:

ITEM 1. Large Water/Wastewater treatment plant rehabilitation while maintaining continual operation of existing facility. Experience working in and around existing facilities process areas, operating equipment in various stages of replacement, and the coordination needed to keep different required systems in operation.

ITEM 2. Electrical construction including coordination of demolition of existing facilities, construction of new systems, and comparable electrical equipment.

ITEM 3. Mechanical installations including large diameter piping installed in deep engineered excavations. Experience must include installation of PCCP, steel, and DIP piping, valves, gates, and the installation of various types of equipment.

ITEM 4. Gravity Filter Rehabilitation.

ITEM 5. Filter Control System. Repeatedly engaged in design and installation of pre-packaged Filter Control Systems (FCS) and associated subsystems. The ability to provide a five (5) year warranty on FCS equipment and devices.

The Bidder shall complete and duplicate the following specific Construction Experience Form as required to provide the requested documentation for a minimum of three (3) successfully completed projects for each of the above specific Construction Experience requirements.

CONSTRUCTION EXPERIENCE DOCUMENTATION FORM

EXPERIENCE ITEM NUMBER: _____

Project Number: _____

Does Bidder plan to self perform this work? YES (_____) NO (_____)

If "NO", provide the following Subcontractor information:

Company Name: _____

Permanent Address: _____

Phone Number: _____

Number of years Subcontractor has been in business under current company name: _____

Name of Project: _____

Location: _____

OWNER's Name: _____

OWNER's Address: _____

OWNER's Contact Person (Print): _____

Phone/Fax No.: _____ / _____

Initial Contract Price: _____

Final Contract Price: _____

Contract Start Date: _____ (*Date of Notice To Proceed*)

Contract Time: _____ () *Calendar Days* () *Working Days*

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract time extensions were added to the contract as a result of Bidder's responsibilities, provide a short explanation of each.

Project Description and why it is comparable to the size, scope, and/or complexity for this item:

ATTACHMENT E

AVAILABLE EQUIPMENT LIST

(Complete and return within three (3) days of notification of the three (3) low bidders' status)

Name of Bidder: _____

IFB Number: CLMC 587 _____

CIP ID Number: 3023.025 _____

Provide a list of equipment that is available to the CONTRACTOR or its Subcontractor(s) and is specifically intended to be used on the Work under this Contract. Also indicate whether the equipment is owned or will be leased by the CONTRACTOR and/or Subcontractor(s).

<u>EQUIPMENT</u>	<u>OWNED OR LEASED</u>	<u>COMMITTED TO ANOTHER PROJECT?</u>	<u>AVAILABLE / RELEASE DATE</u>
		(Yes / No)	

Use additional pages, as necessary

ATTACHMENT F

AVAILABLE WORKFORCE

(Complete and return within three (3) days of notification of the three (3) low bidders' status)

Name of Bidder: _____

IFB Number: CLMC 587

CIP ID Number: 3023.025

Provide a list of the available workforce for the various disciplines and crafts required for the Work on this Project, including the number of work crews, and number and worker classification for each equipment operator, mechanic, and laborer for that portion of the Work that Bidder will actually perform.

Number of Anticipated Work Crews: _____

<u>DISCIPLINE OR CRAFT</u>	<u>NO. OF EMPLOYEES</u>	<u>COMMITTED TO ANOTHER PROJECT?</u> (Yes / No)	<u>AVAILABLE / RELEASE DATE</u>
----------------------------	-------------------------	--	---------------------------------

Professional (specify)

Superintendent

Technical (specify)

Skilled Workers (specify)

Semiskilled Workers (specify)

Equipment Operators (list)

Other

Other

Use additional pages, as necessary

ATTACHMENT G

CURRENT PROJECT LISTING (INCLUDING ALL CITY OF AUSTIN PROJECTS)

(Complete and return within three (3) days of notification of the three (3) low bidders' status)

Name of Bidder: _____

IFB Number: CLMC 587 _____

CIP ID Number: 3023.025 _____

Provide a list of all current projects, including all City of Austin projects. Include the following for all jobs that Bidder is currently committed to or has currently underway: brief statement regarding the job type; estimated project duration; project contact; and project description.

Name of Project: _____ Location: _____

Type of Job: _____ City of Austin Job? Yes / No

Project Start Date: _____ Estimated Completion Date: _____

Project Contact: _____

Brief Description: _____

Name of Project: _____ Location: _____

Type of Job: _____ City of Austin Job? Yes / No

Project Start Date: _____ Estimated Completion Date: _____

Project Contact: _____

Brief Description: _____

Name of Project: _____ Location: _____

Type of Job: _____ City of Austin Job? Yes / No

Project Start Date: _____ Estimated Completion Date: _____

Project Contact: _____

Brief Description: _____

Name of Project: _____ Location: _____

Type of Job: _____ City of Austin Job? Yes / No

Project Start Date: _____ Estimated Completion Date: _____

Project Contact: _____

Brief Description: _____

Use additional pages, as necessary

ATTACHMENT H

COMPLETED PROJECTS (INCLUDING ALL CITY OF AUSTIN PROJECTS)

(Complete and return within three (3) days of notification of the three (3) low bidders' status)

Name of Bidder: _____

IFB Number: CLMC 587

CIP ID Number: 3023.025

Provide a list of all completed projects, including all City of Austin projects that Bidder has completed in the past five (5) years by calendar year (or life of company if less than five (5) years). Include the following: a brief statement regarding the job type, the estimated project duration, project contact, and project description.

Calendar Year of _____

Name of Project: _____ Location: _____

Type of Job: _____ City of Austin Job? Yes / No

Project Duration: _____ Project Contact: _____

Brief Description: _____

Name of Project: _____ Location: _____

Type of Job: _____ City of Austin Job? Yes / No

Project Duration: _____ Project Contact: _____

Brief Description: _____

Name of Project: _____ Location: _____

Type of Job: _____ City of Austin Job? Yes / No

Project Duration: _____ Project Contact: _____

Brief Description: _____

Name of Project: _____ Location: _____

Type of Job: _____ City of Austin Job? Yes / No

Project Duration: _____ Project Contact: _____

Brief Description: _____

Use additional pages as necessary to achieve a representative listing covering 5 years

**ATTACHMENT I
BIDDERS AUTHENTICATION**

(Complete and return within three (3) days of notification of the three (3) low bidders' status)

Name of Bidder: _____

IFB Number: CLMC 587

CIP ID Number: 3023.025

THE STATE OF TEXAS
COUNTY OF TRAVIS

I certify that my responses and the information provided in Attachments A-H are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my bid to be rejected.

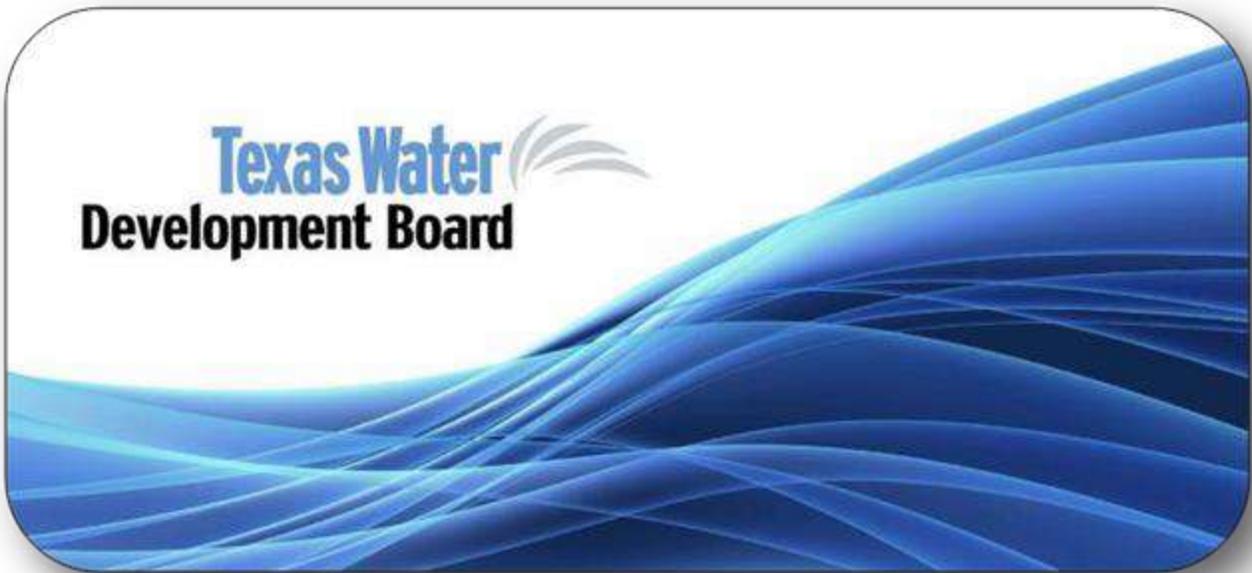
Bidder's full name and entity status:

Company's Name

Signature, Authorized Representative of Bidder

Title

Date



Texas Water Development Board
Supplemental Contract Conditions and Instructions
(TWDB-0552)

For Construction Services for
Projects Funded through State Programs

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Forms and Guidance:

The Texas Water Development Board (TWDB) forms and guidance documents noted in this instruction document may be accessed through the TWDB's Financial Assistance web site at:

<http://www.twdb.texas.gov/financial/instructions/index.asp>

Search by either the document number or name.

I. INSTRUCTIONS TO APPLICANT

1. Applicability

These Supplemental Conditions contain provisions that are worded to comply with certain statutes and regulations which specifically relate to projects receiving state funds only. These supplemental conditions apply to projects funded by the following financial assistance programs:

- (a) the Texas Water Development Fund (DFund),
- (b) State Participation (SP),
- (c) Rural Water Assistance Fund (RWAFF),
- (d) Economically Distressed Areas Program (EDAP), and
- (e) State Water Implementation Fund for Texas (SWIFT).

Provisions that are applicable to the project's funding source or dollar value of the contract are so noted within these provisions.

2. Use of Conditions

The language and conditions listed under *Section II: Instructions to Bidders* are to be included in the instructions to bidders for construction services. The provisions listed under *Section III: Construction Contract Supplemental Conditions* shall be included in their entirety with the other general and special conditions that are typically included in the construction contract documents by the design engineer.

3. Modifications to Provisions

These provisions shall be included as a stand-alone section in the contract documents. The Applicant and the consulting engineer (Engineer) should carefully study these provisions before incorporating them into the construction contract documents. In particular, Water Districts and other types of districts should be aware of statutes relating to their creation and operation which may affect the application of these conditions. The TWDB Project Engineer/Reviewer should be consulted if the Applicant thinks there is a need to modify parts of these provisions.

Supplemental Condition #13 (Archeological Discoveries and Cultural Resources) and #14 (Endangered Species) may be superseded or modified by project specific conditions established during the environmental review process.

These documents may confer certain duties and responsibilities on the Engineer that are beyond, or short of, what the Applicant intends to delegate. The Applicant should ensure that the contractual agreement with the Engineer provides for the appropriate services. Otherwise the Applicant should revise the wording in these special conditions to agree with actually delegated functions.

4. Good Business Practices

There are other contract provisions that the Applicant (Owner) and Engineer should include as a matter of good business practices. It is recommended that provisions addressing the following matters be included in the construction contract.

- (a) Specifying the time frame for accomplishing the construction of the project, and the consequences of not completing on time, including liquidation damages.
- (b) Specifying the type, dollar value, and documentation of insurance the contractor is to carry. At a minimum the contractor should carry worker's compensation, liability and builder's risk insurance.
- (c) Identifying the responsibility of the contractor – Responsibility and Warranty of Work.
- (d) Price reduction for defective pricing of negotiated costs.
- (e) Differing site conditions - notice and claims regarding site conditions differing from indicated conditions.
- (f) Covenants against contingent fees - prohibit contingent fees for securing business.
- (g) Gratuities - prohibitions against offering and accepting gratuities.
- (h) Audit and access to records.
- (i) Suspension of work - conditions under which the Owner may suspend work.
- (j) Termination - conditions under which the Owner may terminate the contract.
- (k) Remedies - procedures for resolving disputes.

5. Other Requirements

There may be other local government requirements and applicable Federal and State statutes and regulations that are not accommodated by these conditions. It is the Applicant's responsibility to ensure that the project and all contract provisions are consistent with the relevant statutes and regulations.

6. Advertisements for Bids

State procurement statutes require advertising a contract for bids for at least two (2) consecutive weeks. By not following this requirement, the project may need to be re-advertised. The official advertisement for bids that is published in newspapers shall include certain information such as, but not limited to, the following:

- (a) A clear description of what is being procured.
- (b) How to obtain plans and specifications (P&S) and necessary forms and information.
- (c) The date and time by which bids are to be submitted (deadline).
- (d) The address where bids are to be provided.
- (e) This contract is contingent upon release of funds from the Texas Water Development Board (TWDB).
- (f) This contract is subject to the U.S. Iron and Steel and Manufactured Goods requirements of Texas Water Code §17.183 (does not apply to State Participation or SWIFT projects).
- (g) Acknowledgement of any special requirements such as mandatory pre-bid conference.
- (h) Right to reject any and all bids.
- (i) General bond requirements.

7. Bid Proposal

The Bid Proposal form should account for the following:

- (a) If lump sum bid, include a list of the materials used and associated costs.
- (b) Distinguish eligible and ineligible items.
- (c) Accommodate trench safety requirements with separate per unit pay item for trench excavation safety protection, Health and Safety Code Chapter 756, Subchapter C.
- (d) Include space for the Contractor to acknowledge receipt of each Addendum issued during the bidding process.

8. Bidding Process

The Plans and Specifications (P&S) should include an explanation of how the bids will be processed. The explanation should include the following components:

- (a) Whether a pre-bid conference will be held, whether it is optional or mandatory, where and when it will be held.
- (b) Specify the criteria and process for determining responsiveness and responsibility of the bidder.
- (c) Specify the method of determining the successful bidder and award (e.g., award to the lowest responsive, responsible bidder, accounting for any multiple parts to bids) and accounting for non-resident bidder reciprocity requirements.
- (d) Allow for withdrawal of a bid due to a material mistake.
- (e) Identify the time frame that the bids may be held by the Applicant before awarding a contract (e.g., typically for 60 or 90 days).
- (f) Acknowledge right of the Applicant to reject any and all bids.

9. Release of Funds

- (a) Submittal of Bid Documents to TWDB Project Engineer/Reviewer to allow contingent award of contract:
 - (1) Advertisement and affidavit of advertisement.
 - (2) Bid tabulation.
 - (3) All addenda submitted and approved for the contract.
 - (4) Bid proposal of apparent low bidder (or chosen bidder, with explanation) with bid bond.
 - (5) Site certificate (ED-101).
 - (6) Consulting engineer's recommendation to award letter.
 - (7) A description of any bidding irregularities.
 - (8) Construction inspection proposal.
 - (9) Vendor Compliance with Reciprocity of Non-Resident Bidders Form (TWDB-0459).
 - (10) Bidder's Certifications Form (WRD-255).

(b) Following contingent award of the contract, TWDB Project Engineer/Reviewer should receive either a digital or bound copy of the executed contract documents (including specifications). This document should include:

- (1) Executed agreement.
- (2) Contractor's act of assurance (ED-103).
- (3) Contractor's act of assurance resolution (ED-104).
- (4) Payment and Performance bond (must be executed on or after the date of execution of the contract).
- (5) Contractor's Certificate of Insurance.
- (6) Sufficiency of funds letter (if the project is not 100% funded with TWDB funds).

After reviewing and approving the executed bid documents, the TWDB will issue an authorization for the Applicant to issue a notice to proceed. At this time, TWDB staff can begin releasing construction funds, in accordance with program specific requirements.

For any questions or proposed modifications to these conditions, please contact your TWDB Project Engineer/Reviewer.

II. INSTRUCTIONS TO BIDDERS

The language and conditions listed in this section shall be included in the “Instructions to Bidders” section of the construction contract document.

1. Contingent Award of Contract

This contract is contingent upon release of funds from the Texas Water Development Board. Any contract or contracts awarded under this Invitation for Bids is/are expected to be funded in part by a loan or grant from the Texas Water Development Board. Neither the state of Texas, nor any of its departments, agencies, or employees are or will be a party to this Invitation for Bids or any resulting contract.

2. U.S. Iron and Steel and Manufactured Goods (Does not apply to State Participation or SWIFT Projects)

Any contract(s) awarded under this Invitation for Bids is/are subject to the U.S. Iron and Steel and Manufactured Goods requirements (Texas Water Code §17.183). Refer to Guidance TWDB-1105 – “Requirements for U.S. Iron and Steel and Manufactured Goods”.

3. Bid Guarantee

Each bidder shall furnish a bid guarantee equivalent to five percent of the bid price (Water Code §17.183). If a bid bond is provided, the Contractor shall utilize a surety company which is authorized to do business in Texas in accordance with Surety Bonds and Related Instruments, Chapter 3503 of the Insurance Code.

4. Award of Contract to Nonresident Bidder

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located. A non-resident bidder is a Contractor whose corporate offices or principal place of business is outside of the state of Texas (Source: Texas Government Code, Chapter 2252, Subchapter A, Nonresident Bidders, §2252.002).

The bidder will complete form TWDB-0459, Vendor Compliance with Reciprocity on Non-Resident Bidders, **which must be submitted with the bid.**

III. SUPPLEMENTAL CONTRACT CONDITIONS

1. Supersession

The Owner and the Contractor agree that the TWDB Supplemental Conditions apply to the work eligible for Texas Water Development Board assistance to be performed under this contract and these clauses supersede any conflicting provisions of this contract.

2. Privity of Contract

Funding for this project is expected to be provided in part by a loan or grant from the Texas Water Development Board. Neither the state of Texas, nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to applicable provisions in 31 TAC Chapter 363 in effect on the date of the assistance award for this project.

3. Definitions

- (a) The term "Owner" means the local entity contracting for the construction services.
- (b) The term "TWDB" means the Executive Administrator of the Texas Water Development Board, or other person who may be at the time acting in the capacity or authorized to perform the functions of such Executive Administrator, or the authorized representative thereof.
- (c) The term "Engineer" means the Owner's authorized consulting engineer for the project.

4. Laws to be Observed

In the execution of the contract, the Contractor must comply with all applicable local, state and federal laws, including but not limited to laws concerned with labor, safety, minimum wages, and the environment. The Contractor shall be familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work, and shall indemnify and save harmless the Owner, Texas Water Development Board, and their representatives against any claim arising from violation of any such law, ordinance or regulation by the Contractor, their Subcontractor or their employees.

5. Review by Owner and TWDB

- (a) The Owner, authorized representatives and agents of the Owner, and the TWDB shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through authorized representatives or agents.
- (b) Any such inspection or review by the TWDB shall not subject the state of Texas, or its representatives, to any action for damages.

6. Performance and Payment Bonds

Each Contractor awarded a construction contract must furnish performance and payment bonds:

- (a) the performance bond shall include without limitation guarantees that work done under the contract will be completed and performed according to approved plans and specifications and in accordance with sound construction principles and practices;
- (b) the performance and payment bonds shall be in a penal sum of not less than 100 percent of the contract price and remain in effect for one year beyond the date of approval by the Engineer of the political subdivision; and
- (c) the Contractor shall utilize a surety company that is authorized to do business in Texas in accordance with Surety Bonds and Related Instruments, Chapter 3503 of the Insurance Code.

7. Payments Schedule and Cost Breakdown

- (a) The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due to the Contractor, and the accumulated percent of progress each month.
- (b) The following paragraph applies only to contracts awarded on a lump sum contract price:

COST BREAKDOWN - The Contractor shall submit to the Owner a detailed breakdown of the estimated cost of all work to be accomplished under the contract, so arranged and itemized as to meet the approval of the Owner or funding agencies. This breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the contract. After approval by the Owner the unit prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.

8. Workers' Compensation Insurance Coverage (as applicable, consistent with Texas Labor Code § 406.096)

- (a) The Contractor shall certify in writing that they provide workers' compensation insurance coverage for each employee of the Contractor employed on the public project.
- (b) Each Subcontractor on the public project shall provide such a certificate relating to coverage of the Subcontractor's employees to the general Contractor, who shall provide the Subcontractor's certificate to the governmental entity.
- (c) A Contractor who has a contract that requires workers' compensation insurance coverage may provide the coverage through a group plan or other method satisfactory to the governing body of the governmental entity.
- (d) The employment of a maintenance employee by an employer who is not engaging in

building or construction as the employer's primary business does not constitute engaging in building or construction.

(e) In this section:

- (1) "Building or construction" includes:
 - i. erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
 - ii. remodeling, extending, repairing, or demolishing a structure; or
 - iii. otherwise improving real property or an appurtenance to real property through similar activities.
- (2) "Governmental entity" means this state or a political subdivision of this state. The term includes a municipality.

9. U.S. Iron and Steel and Manufactured Goods (Does not apply to State Participation or SWIFT Projects)

In the execution of the contract, the Contractor shall be familiar with and at all times shall observe and comply with all applicable federal, state, and local laws, ordinances and regulations concerned with the use of iron and steel and manufactured goods made in the United States which in any manner affect the conduct of the work, and shall indemnify and save harmless the Texas Water Development Board against any claim arising from violation of any such law, ordinance or regulation by the Contractor or by their Subcontractor or their employees

Consistent with Texas Water Code Section 17.183, iron and steel products and manufactured goods used in the project shall be produced in the United States, unless:

- (a) such products or goods are not:
 - (1) available in sufficient quantities;
 - (2) readily available; or
 - (3) of a satisfactory quality; or
- (b) the use of such products or goods will increase the total cost of the project by more than 20 percent.

10. Prevailing Wage Rates

This contract is subject to Government Code Chapter 2258 concerning payment of Prevailing Wage Rates. The Owner will determine what the general prevailing rates are in accordance with the statute. The applicable provisions include, but are not limited to the following:

§2258.021. Right to be Paid Prevailing Wage Rates

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
 - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.

- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a Contractor or Subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

§2258.023. Prevailing Wage Rates to be Paid by Contractor and Subcontractor; Penalty

- (a) The Contractor who is awarded a contract by a public body or a Subcontractor of the Contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
- (b) A Contractor or Subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A Contractor or Subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

§2258. 024. Records

- (a) A Contractor and Subcontractor shall keep a record showing:
 - (1) the name and occupation of each worker employed by the Contractor or Subcontractor in the construction of the public work; and
 - (2) the actual per diem wages paid to each worker.
- (b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

§2258. 025. Payment Greater Than Prevailing Rate Not Prohibited

This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

11. Employment of Local Labor (only applicable to projects funded by EDAP)

The Contractor shall, to the maximum feasible extent, employ local labor for construction of the project. The Contractor and every Subcontractor undertaking to do work on the project which is, or reasonably may be done as on-site work, shall employ qualified persons who regularly reside within the political subdivision boundary of the Owner and the economically distressed area where the project is located (Texas Water Code, Section 17.183).

12. Payments

(a) Progress Payments:

- (1) The Contractor shall prepare their requisition for progress payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for review. Except as provided in paragraph (3) of this subsection, the amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting: (1) five percent (5%) minimum of the total amount, as a retainage and (2) the amount of all previous payments. The total value of work completed to date shall be based on the actual or estimated quantities of work completed and on the unit prices contained in the agreement (or cost breakdown approved pursuant to section 7b relating to lump sum bids) and adjusted by approved change orders. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection by the Engineer.
- (2) The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this contract complete and satisfactory to the Owner in all details.
- (3) This clause applies to contracts when the Owner is a District or Authority. The retainage shall be ten percent of the amount otherwise due until at least fifty percent of the work has been completed. After the project is fifty percent completed, and if the District or Authority's Board finds that satisfactory progress is being made, then the District may authorize any of the remaining progress payments to be made in full. The District is not obligated to pay interest earned on the first 50% of work completed (Texas Water Code Sec. 49.276(d)).
- (4) The five percent (5%) retainage of the progress payments due to the Contractor may not be reduced until the building of the project is substantially complete and a reduction in the retainage has been authorized by the TWDB.

(b) Withholding Payments. The Owner may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Owner and if so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and their Subcontractors or Material dealers, or to withhold any monies for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this contract.

(c) Payments Subject to Submission of Certificates. Each payment to the Contractor by the

Owner shall be made subject to submission by the Contractor of all written certifications required of the Contractor, their Subcontractors and other general and special conditions elsewhere in this contract.

(d) Final Payment.

- (1) Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the Contractor shall execute and deliver to the Owner a release of all claims against the Owner arising under, or by virtue of, this contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the Owner' s claims against the Contractor or their sureties under this contract or applicable performance and payment bonds.
- (2) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare their requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement or cost breakdown (if lump sum), as adjusted by approved change orders. The total amount of the final payment due to the Contractor under this contract shall be the amount computed as described above less all previous payments.
- (3) The retainage and its interest earnings, if any, shall not be paid to the Contractor until the TWDB has authorized a reduction in, or release of, retainage on the contract work.
- (4) Withholding of any amount due to the Owner, under general and/or special conditions regarding "Liquidated Damages" shall be deducted from the final payment due the Contractor.

13. Archaeological Discoveries and Cultural Resources

No activity which may affect properties listed or properties eligible for listing in the National Register of Historic Places or eligible for designation as a State Archeological Landmark is authorized until the Owner has complied with the provisions of the National Historic Preservation Act and the Antiquities Code of Texas. The Owner has previously coordinated with the appropriate agencies and impacts to known cultural or archeological deposits have been avoided or mitigated. However, the Contractor may encounter unanticipated cultural or archeological deposits during construction.

If archeological sites or historic structures which may qualify for designation as a State Archeological Landmark according to the criteria in 13 TAC Chapter 26, or that may be eligible for listing on the National Register of Historic Places in accordance with 36 CFR Part 800, are discovered after construction operations are begun, the Contractor shall immediately cease operations in that particular area and notify the Owner, the TWDB, and the Texas Historical Commission, 1511 N. Colorado St. , P. O. Box 12276, Capitol Station, Austin, Texas 78711-2276. The Contractor shall take reasonable steps to protect

and preserve the discoveries until they have been inspected by the Owner's representative and the TWDB. The Owner will promptly coordinate with the State Historic Preservation Officer and any other appropriate agencies to obtain any necessary approvals or permits to enable the work to continue. The Contractor shall not resume work in the area of the discovery until authorized to do so by the Owner.

14. Endangered Species

No activity is authorized that is likely to jeopardize the continued existence of a threatened or endangered species as listed or proposed for listing under the Federal Endangered Species Act (ESA), and/or the State of Texas Parks and Wildlife Code on Endangered Species, or to destroy or adversely modify the habitat of such species.

If a threatened or endangered species is encountered during construction, the Contractor shall immediately cease work in the area of the encounter and notify the Owner, who will immediately implement actions in accordance with the ESA and applicable State statutes. These actions shall include reporting the encounter to the TWDB, the U.S. Fish and Wildlife Service, and the Texas Parks and Wildlife Department, obtaining any necessary approvals or permits to enable the work to continue, or implement other mitigation actions. The Contractor shall not resume construction in the area of the encounter until authorized to do so by the Owner.

15. Hazardous Materials

Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Owner. The Owner will be responsible for the testing and removal or disposal of hazardous materials on sites owned or controlled by the Owner. The Owner may suspend the work, wholly or in part during the testing, removal or disposal of hazardous materials on sites owned or controlled by the Owner.

16. Changes

*Provisions identified with an asterisk below are consistent with Local Government Code 271.060. Counties and Municipalities may modify the identified provisions, when applicable, to conform to Local Government Code 252.048 (Counties) or 252.048 (Municipalities).

- (a) The Owner may at any time, without notice to any surety, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including but not limited to changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the time, method or manner of performance of the work;
 - (3) To decrease or increase the quantity of work to be performed or materials, equipment or supplies to be furnished;

- (b) *The total price of a contract may not be increased by a change order unless provision has been made for the payment of the added cost by the appropriation of current funds or bond funds for that purpose, by the authorization of the issuance of certificates, or by a combination of those procedures.
- (c) *A contract with an original contract price of \$1 million or more may not be increased by more than 25 percent. If a change order for a contract, with an original contract price of less than \$1 million, increases the contract amount to \$1 million or more, subsequent change orders may not increase the revised contract amount by more than 25 percent.
- (d) *A governing body may grant authority to an official or employee responsible for purchasing or for administering a contract to approve a change order that involves an increase or decrease of \$50,000 or less.
- (e) Changes that involve an increase in price will be supported by documentation of the cost components. For projects funded through the EDAP program, or with grant proceeds, TWDB staff may request this information to be provided in a format equivalent to the Cost and Pricing Information form (No. WRD-277).
- (f) Any change orders involving a change in the project requiring a relocation of project components, sizing, or process may require additional environmental approval. A map and description of the proposed changes should be sent to the TWDB Environmental Reviewer for coordination and approval as soon as possible to avoid any delay.

17. Operation and Maintenance Manuals and Training

- (a) The Contractor shall obtain installation, operation, and maintenance manuals from manufacturers and suppliers for equipment furnished under the contract. The Contractor shall submit three copies of each complete manual to the Engineer within 90 days after approval of shop drawings, product data, and samples, and not later than the date of shipment of each item of equipment to the project site or storage location.
- (b) The Owner shall require the Engineer to promptly review each manual submitted, noting necessary corrections and revisions. If the Engineer rejects the manual, the Contractor shall correct and resubmit the manual until it is acceptable to the Engineer as being in conformance with the design concept of the project and for compliance with information given in the contract documents. Owner may assess Contractor a charge for reviews of same items in excess of three (3) times. Such procedure shall not be considered cause for delay.
- (c) Acceptance of manuals by Engineer does not relieve Contractor of any requirements of terms of Contract.
- (d) The Contractor shall provide the services of trained, qualified technicians to check final equipment installation, to assist as required in placing same in operation, and to instruct operating personnel in the proper manner of performing routine operation and maintenance of the equipment.

- (e) Operations and maintenance manuals specified hereinafter are in addition to any operation, maintenance, or installation instructions required by the Contractor to install, test, and start-up the equipment.
- (f) Each manual is to be bound in a folder and labeled to identify the contents and project to which it applies. The manual shall contain the following applicable items:
 - (1) A listing of the manufacturer's identification, including order number, model, serial number, and location of parts and service centers.
 - (2) A list of recommended stock of parts, including part number and quantity.
 - (3) Complete replacement parts list.
 - (4) Performance data and rating tables.
 - (5) Specific instructions for installation, operation, adjustment, and maintenance.
 - (6) Exploded view drawings for major equipment items.
 - (7) Lubrication requirements.
 - (8) Complete equipment wiring diagrams and control schematics with terminal identification.

18. As-built Dimensions and Drawings

- (a) Contractor shall make appropriate daily measurements of facilities constructed and keep accurate records of location (horizontal and vertical) of all facilities.
- (b) Upon completion of each facility, the Contractor shall furnish the Owner with one set of direct prints, marked with red pencil, to show as-built dimensions and locations of all work constructed. As a minimum, the final drawings shall include the following:
 - (1) Horizontal and vertical locations of work.
 - (2) Changes in equipment and dimensions due to substitutions.
 - (3) "Nameplate" data on all installed equipment.
 - (4) Deletions, additions, and changes to scope of work.
 - (5) Any other changes made.

19. Close-Out Procedures

To close-out the contract and release final retainage, the following steps must be completed:

- (a) TWDB Staff must conduct a construction contract final inspection (CCFI).
- (b) The following submittals must be received, reviewed, and accepted by TWDB:
 - (1) The final change order, adjustment of quantities, or a statement that all change orders have previously been submitted and there will be no more change orders;
 - (2) The final pay request from the Contractor;
 - (3) An affidavit by the Contractor that all bills have been paid;
 - (4) Certification by the consulting Engineer that the work has been completed and was constructed in accordance with the approved plans and specifications and sound engineering principles and construction practices;
 - (5) Acceptance of the project by the Owner in the form of a written resolution or other formal action;

- (6) Notification of the beginning date of the warranty period for the contract; and
- (7) Confirmation that the Owner has received as-built drawings from the Contractor.

(c) TWDB will issue a Certificate of Approval allowing the release of retainage.

IV. FORMS AND GUIDANCE LIST

The following documents, mentioned throughout this guidance are available on the TWDB website at: <http://www.twdb.texas.gov/financial/instructions/index.asp>

Forms:

The following forms must be included in the bid documents:

- TWDB-0459, Vendor Compliance with Reciprocity of Non-Resident Bidders.
- Site Certificate (ED-101)
- Contractor's Act of Assurance (ED-103)
- Contractor's Act of Assurance Resolution (ED-104)
- Bidder's Certifications Form (WRD-255)

Guidance Document:

- Requirements for U.S. Iron and Steel and Manufactured Goods (TWDB-1105)

VENDOR COMPLIANCE WITH RECIPROCITY ON NON-RESIDENT BIDDERS (TWDB-0459)

Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident bidder must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident bidder is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

A. Non-resident vendors in _____(give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in _____(give state), our principal place of business, are not required to underbid resident bidders.

B. Our principal place of business or corporate offices are in the State of Texas: _____ .

BIDDER:

Company _____

City State Zip

By: (please print)

Signature

Title: (please print)

THIS FORM MUST BE RETURNED WITH THE BID

STATE OF TEXAS
COUNTY OF _____

§
§
§

**SITE
CERTIFICATE**

Before me, the undersigned notary, on this day personally appeared _____, a person whose identity is known to me or who has presented to me a satisfactory proof of identity. After I administered an oath, this person swore to the following:

- (1) My name is _____. I am over 18 years of age and I am of sound mind, and capable of swearing to the facts contained in this Site Certificate. The facts stated in this certificate are within my personal knowledge and are true and correct.
- (2) I am an authorized representative of _____, an entity that has filed an application for financial assistance with the Texas Water Development Board for a (water) (wastewater) project.

Please complete only those sections that apply to your project:

LEGAL CERTIFICATION – LEASE/CONTRACT

I certify that: _____
(Legal Name of Applicant, i.e., City, District, etc.)

has executed a written lease or other contractual agreement to use the property needed for this (water)(wastewater) project that extends through _____ (date), the life of the Texas Water Development Board loan or grant that will be used to finance this project, either in whole or in part. A copy of this lease or agreement is attached hereto.

LEGAL CERTIFICATION – PROPERTY EASEMENT

I certify that: _____
(Legal Name of Applicant, i.e., City, District, etc.)

has executed an express easement to use the property needed for this (water) (wastewater) project that extends through the life of the Texas Water Development Board loan or grant that will be used to finance this project, either in whole or in part. The express easement to use the property needed for this (water) (wastewater) project extends through _____ (date). A copy of the express easement agreement is attached hereto.

LEGAL CERTIFICATION – OWNERSHIP INTEREST

I certify that _____
(Legal Name of Applicant, e.g. City, District, etc.)

Option A: has acquired the necessary real property interest, as evidenced by fee simple purchase, deed, fully executed earnest money contracts, or completion of eminent domain proceedings; that such acquisition will guarantee access and egress; and such interest will contain the necessary easements, rights of way, or unrestricted use as is required for the project being financed by the Texas Water Development Board. The legal description is referenced below.

Option B: is in the process of acquiring the necessary real property interest, as evidenced by earnest money contracts, contracts for sale, firm option agreements to purchase the subject property, or the initiation of eminent domain procedures; that such acquisition will guarantee access and egress; and such interest will contain the necessary easements, rights of way, or unrestricted use as is required for the project being financed by the Texas Water Development Board. The legal description is referenced below. The anticipated date of acquisition is:
_____.

The property has been/will be acquired with the use of eminent domain: True False

Location and Description of Property Interests acquired for Project:

Any deeds or other instruments required to be recorded to protect the title(s) held by _____ (Legal Name of Applicant) have been recorded or filed for the record in the County deed records or other required location. The following documents are attached hereto:

Description of documents that were used or will be used to acquire the property:

EXECUTED this _____ day of _____, 20_____.

_____ (Signature)

_____ (Print Name)

_____ (Title)

Sworn to and subscribed before me by _____ on this _____ day
of _____, 20_____.

_____ (Notary Public in and for the State of Texas)

[SEAL]

CONTRACTOR'S ACT OF ASSURANCE RESOLUTION

I hereby certify that it was RESOLVED by a quorum of the directors of the _____ (Name of Corporation), meeting on the _____ day of _____, 20____, that:

Authorized Representative(s):

be, and hereby is/are authorized to act on behalf of _____ (Name of Corporation), as its representative in all business transactions conducted in the State of Texas, and;

That all above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full forces and effect; and;

In authentication of the adoption of this resolution, I subscribe my name and affix the seal of the Corporation this _____ day of _____, 20____.

_____(Secretary)

[SEAL]

BIDDER'S CERTIFICATIONS

Project Name: _____

Project Number: _____

Contract For: _____

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.

I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375**. I have filed all reports due under the requirements contained in 41 CFR 60-1.7.

I have not participated in previous contracts(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375**.

I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

B. NONSEGREGATED FACILITIES

I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Typed Name & Title of Bidder's Authorized Representative

Signature of Bidder's Authorized Representative Date

Name & Address of Bidder

2-3.08. Bar Screens. Bar screens shall be fabricated from bars and shapes in accordance with the details indicated on the Drawings. Carbon steel bar screens shall be hot-dip galvanized after fabrication.

2-3.09. Lime Troughs. Troughs shall be provided to convey lime slurry as indicated on the Drawings. The location and length of drop pipes from the end of the troughs into the basins shall be coordinated with the basin equipment manufacturer. The troughs shall be sloped uniformly as indicated and shall be adequately supported.

2-3.10. Runway Beams. Steel beams used as underhung crane or hoist runways shall be straight and level. The upper surface of the lower flange of each beam shall be smooth, with all projections ground off. Joints shall be close-fitting and free from unevenness. The beams shall be rigidly supported in exact alignment. A section of each runway beam shall not be installed until after the crane or hoist has been installed.

Stops as recommended by the crane or hoist manufacturer shall be bolted in place on each end of each runway beam to limit the travel of the crane or hoist. Stops shall be so located that the crane or hoist does not come into contact with any part of the structure or piping. If the crane or hoist is required to be powered, at the power feed end of the runway the stops shall be designed so that the cable trolleys will pass beneath the stops. The stops shall be so located that there is sufficient room on the runway for storage of the cable trolleys beyond the stops. Secondary stops shall be provided for the cable trolleys.

2-3.11. Crane Rails. Rails on which a traveling, top running crane is to travel shall be furnished complete with clamps or hook bolts, splice plates, stops, anchor bolts and nuts, and other accessories necessary to complete the installation indicated on the Drawings. Crane rails shall be installed level and in accurate alignment and shall form a continuous, smooth track.

2-3.12. Structural Steel Bolted Connections. Bolt holes shall have a diameter nominally 1/16 inch [1.5 mm] larger than the nominal bolt diameter. Bolt holes for one ply of vertical diagonal bracing connections may be oversized to a diameter nominally 3/16 inch [5 mm] larger than the nominal bolt diameter.

2-3.13 Filter Wash Water Troughs. Wash water troughs with media retention baffles shall be provided for existing filters. The number of filters and the number of troughs per filter shall be as indicated on the Drawings.

Wash water trough sections shall be stainless steel fabricated by bending a single plate or by welding flat plates. If welding is used, welds shall be continuous. All joints in wash water troughs shall be watertight. ~~Orifices shall be accurately drilled at the spacing and of the size indicated on the Drawings. Weir plates on effluent launders shall be vertically adjustable at least 2 inches [50 mm].~~

All surfaces of the wash water troughs shall be cleaned and finished in accordance with the Protective Coatings section (722S-09940) of the Specifications. Trough ~~weir plates~~, supports, and bracing shall be fabricated and finished from the same material used for the troughs.

Wash water troughs shall be manufactured by WesTech Engineering, Inc. or approved equal.

~~Weir plates shall not be installed until after field painting of the effluent launders has been completed. Before installation of the weir plates, contact surfaces between weir plates and launders shall be given a heavy coat of sealant as specified in the caulking section (07900).~~

2-3.13.01 Design Conditions. Each trough shall be designed for the following conditions.

Filters 1-4:

Flow per trough.	10	cfs
Minimum cross sectional area.	756	in ²
Overall length.	30	ft
Maximum upward or downward deflection.	.15	in

Minimum wall thickness. As required to meet design criteria.

Filters 5-10:

Flow per trough.	7	cfs
Minimum cross sectional area.	576	in ²
Overall length.	17	ft
Maximum upward or downward deflection.	.15	in

Minimum wall thickness. As required to meet design criteria.

The filter wash water troughs shall be "U" shaped and shall be reinforced to withstand all applied water loadings.

Upward deflection shall be determined with the trough empty and the filter box filled with water to where overflowing begins. Downward deflection shall be determined with the trough filled with water and the filter box empty.

2-3.13.02 Proof-of-Design Test. Before the wash water troughs are manufactured, the design shall be verified by a test conducted on a representative trough. The tested trough need not have been manufactured for this project but shall have been made from materials of the same type and quality and shall be of the same size and design. The trough shall be subjected to loads equivalent to 1-1/2 times the design loads and shall not be permanently deformed.

2-3.14 ~~Weir Plates And~~ Media Retention Baffles. ~~Weir plates~~ Media retention baffles and support brackets shall be stainless steel, manufactured by the wash water trough manufacturer, or approved equal. ~~Weir plates baffles, and~~ Support brackets shall be 1/4 inch [6 mm] thick and shall be fabricated to the shape indicated on the Drawings.

~~The top surface shall be molded to shape and the top edge of each plate shall be straight within 1/32 inch [0.8 mm]. Molded surfaces shall be resin rich, free of voids, porosity, exposed glass, cracks or crazes.~~

~~Each weir plate~~ Each media retention baffle shall be designed so that at least 2 inches [50 mm] of horizontal and vertical adjustment is provided. ~~Fiberglass splice plates shall be provided to secure the ends of the weir plates. Splice plates shall be designed to accommodate expansion and contraction.~~

~~Weir plates, scum baffles, and support brackets shall be fabricated in accordance with ANSI/AWWA F102-07.~~

Contractor shall coordinate the ~~weir plates~~, media retention baffles and support brackets with all perimeter guardrails, and guardrail support brackets, ~~laundry covers, and laundry cover support brackets~~ that are supplied by others.

2-4. SHOP COATING. All structural and miscellaneous metal items shall be shop coated as specified herein. The requirements for field painting are covered in the protective coatings section (722S-09940).

Contact surfaces of structural steel slip critical bolted connections shall not be shop coated. Contact surfaces of structural steel bearing type bolted connections may be shop coated.

2-4.01. Cleaning. Surfaces shall be dry and of proper temperature when coated, and shall be free of grease, oil, dirt, dust, grit, rust, loose mill scale, weld flux, slag, weld spatter, and other objectionable substances. Articles to be galvanized shall be pickled before galvanizing. All other ferrous metal surfaces shall be cleaned by solvent, high-speed power wire brushing or by blasting to the extent recommended by the paint manufacturer and as required in the protective coatings section (722S-09940).

2-4.02. Edge Grinding. Sharp projections of cut or sheared edges of ferrous metals which will be submerged in operation, except for items specified to be hot-dip galvanized, shall be ground to a radius as needed to ensure satisfactory paint adherence and as required in the protective coatings section (722S-09940).

2-4.03. Prime Painted Steel. Unless otherwise specified or indicated on the Drawings, all ungalvanized structural and miscellaneous steel shall be given a universal prime coat in the shop after fabrication. The dry film thickness of the universal primer shall be at least 5 mils [125 µm]. Steel surfaces shall be prime-coated as soon as practicable after cleaning. Steel shall not be moved or handled until the shop coat is dry and hard.

2-4.04. Galvanizing. Steel materials required to be galvanized are indicated on the Drawings. All galvanizing shall be done by the hot-dip process after fabrication. An approved zinc-rich paint shall be used to touch up minor coating damage. Materials with significant coating damage shall be regalvanized or replaced.