

\$25.00

# **CITY OF SAN ANGELO REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**RFCSP No: ES-06-14**

**Engineering Services  
Pedestrian Access Improvement Project 2014**

**SUBMITTAL DEADLINE**

**November 18, 2014, 2:00 PM, Local Time**

**Contract Documents  
Specifications**



A handwritten signature of Karl J. Bednarz, P.E., in black ink on a light blue background.

**City of San Angelo  
72 West College Avenue  
San Angelo, Texas 76903**



*This Table of Contents is intended as an aid and not as a comprehensive listing of the proposal package. Bidders are responsible for reading the entire proposal package and complying with all specifications.*

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## 1. INVITATION FOR PROPOSAL

### 1.1. Scope of Work

Contractor shall be responsible for completing Work as described in Contract Documents for the demolition and removal of portions of existing improvements and facilities; and, construction of sidewalks, curbs and gutters, pedestrian ramps, electrical conduit, and other Work along the North Chadbourne Street corridor beginning at 7<sup>th</sup> Street and continuing along each block thereof through 14<sup>th</sup> Street. Work shall be performed in phases by block. The scope of work under this contract shall be deemed by the parties to be reduced by any block phase of the Project for which Contractor requests authorization to proceed in writing from the City Engineer after May 1, 2014, which authorization is denied.

Contractor shall provide all labor for preparing the worksite and furnish all material, accessories, labor, and equipment necessary for completing the construction, replacement and installation; and, all other Work specified in the technical specification documents and drawings

### 1.2. Budget & Completion Days

- **Estimated Project Budget: \$600,000.00**
- **Completion Date: May 31, 2014** (May be extended with approval from City Engineer)

### 1.3. Document, Plans and Specifications Availability

Proposal documents, plans, and specifications may be obtained at the Purchasing Department, Suite 330, City Hall at a cost of \$25.00 per set. All documents are also available at <http://www.cosatx.us> at no cost. No refunds will be made and no partial sets will be issued

### 1.4. Pre-Proposal Conference

A **mandatory** pre-proposal conference will be held on, **November 10, 2014 at 1:30 PM, Local Time** in Conference Room# 202. Representatives of the City will discuss the project, specifications, and answer questions regarding proposal procedures.

### 1.5. Insurance and Indemnification Requirements

*Insurance and indemnification requirements applicable to this project are included within the draft Project Agreement Form included within this package. Please read the bold note at the top of the first page of the draft Project Agreement Form and review the insurance and indemnification requirements listed in Section 5 of that form with your insurance agent **prior** to submitting your proposal.*

### 1.6. Delivery of Proposal

Sealed proposals will be received until **November 18, 2014, 2:00 PM, local time**. The clock located in the Purchasing Department will be the official time. The proposal should be addressed as reflected below:

**USPS:** Purchasing Department, ES-06-14  
City of San Angelo  
72 West College Ave  
San Angelo, Texas 76903

**Mark Sealed Envelope:** "RFCSP NO. ES-06-14/Pedestrian Access Improvement 2014"

**Delivery Service (UPS, FEDEX, etc):** Purchasing Department, ES-06-14  
72 West College Ave, Suite 330  
San Angelo, Texas 76903

- **Mark Delivery Envelope:** "Sealed RFCSP Enclosed"
- **Mark Sealed Envelope:** "RFCSP NO. ES-06-14/Pedestrian Access Improvement 2014"

*It is the sole responsibility of the firm to ensure that the sealed submittal arrives at the above location by specified deadline regardless of method chosen by the company for delivery.*

**Faxed or electronically transmitted submittals will not be accepted**

### **1.7. Qualification Statement**

Prospective bidders should be advised that a qualification statement might be required.

### **1.8. Proposal Withdrawal**

No proposal may be withdrawn within a period of 90 days after the date fixed for opening proposals.

### **1.9. Rejection of Proposals**

The City of San Angelo reserves the right to reject all proposals, to waive informalities or irregularities, and to reject non-conforming, non-responsive, or conditional proposals.

### **1.10. Confidentiality**

All proposals submitted shall remain confidential. After award, proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified.

### **1.11. Equal Opportunity Employers**

All contractors and subcontractors must be Equal Opportunity Employers. Disadvantaged and Minority Bidders are highly encouraged to participate. **The DBE Goal for this project is 4.57%**

### **1.12. Points of Contact**

**Roger Banks, Manager**  
Purchasing Division  
City of San Angelo  
72 West College Avenue  
San Angelo, Texas 76903  
Telephone: (325) 657-4220  
Email: sapurch@cosatx.us

**Karl Bednarz P.E., City Engineer**  
Engineering Services Division  
City of San Angelo  
52 West College Avenue  
San Angelo, Texas 766903  
Office: (325) 657-4203  
E-Mail: karl.bednarz @cosatx.us

## **2. INSTRUCTIONS TO BIDDERS**

### **2.1. Digital Format**

If a Respondent obtained the proposal specifications in digital format in order to prepare a proposal, the proposal must be submitted in hard copy according to the instructions contained in this proposal package. If, in its response, Bidders makes any changes whatsoever to the published specifications, the specification as published shall control. Furthermore, if an alteration of any kind to the specification is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

### **2.2. Submission of Proposal**

Each proposal and accompanying data shall be enclosed in a sealed opaque envelope or wrapping, addressed to the City of San Angelo, Texas, marked PROPOSAL ENCLOSED and identified on the outside with the Respondent's name and with the proposal number and/or title as stated in the Invitation for Proposal. The Owner will not be responsible for the premature opening of any proposal which is not submitted in a satisfactory PROPOSAL ENVELOPE or which is not properly addressed and identified.

If the Proposal is sent by carrier (Fed Ex, UPS, etc), the sealed envelope shall be enclosed in the carrier's packaging with the notation "RFCSP ENCLOSED" on the face thereof.

Proposals shall be delivered to the designated location prior to the time and date for receipt of Proposals indicated in the Invitation for Proposal, or the modified time and date indicated by Addendum. Proposals received after the time and date for receipt of Proposals will be returned unopened.

Respondent shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. No Respondent may submit more than one Proposal. Multiple Bids under different names will not be accepted from one firm or association.

### **2.3. Modifications – Corrections, Deletions or Additions**

No phone, fax, or email changes to bids will be accepted. Prices cannot be changed after bids are opened. Corrections, deletions, or additions shall be submitted in writing and delivered in a sealed envelope prior to proposal opening.

### **2.4. Price Proposal Form**

Proposal forms must be completed in ink. All blank spaces in the Proposal Form shall be filled. A proposal price shall be indicated for each item and alternative listed therein, or the words "No Proposal", "No Charge", or other appropriate phrase shall be entered. Bids received without all such items completed may be considered non-responsive.

The Respondent is not required to acknowledge receipt of Addenda but shall include all addenda in Respondent's response. No alterations in Bids or alterations made to the printed forms, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Respondent.

Proposals by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation shall be shown below the corporate name. Proposal by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Proposals by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

The names of all persons signing must also be legibly printed below the signature. A Proposal by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principle may be held to be the Proposal of the individual signing. When requested by Owner, evidence of the authority of the person signing shall be furnished.

### **2.5. Liquidated Damages**

Respondent hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to complete the project by the established deadline. Respondent further agrees to pay as liquidated damages the sum of \$1,400.00 for each consecutive calendar day to complete the work beyond the allotted time or as extended by an approved Change Order not as a penalty but as Liquidated Damages.

### **2.6. Withdrawal of Bids**

Bids may be modified or withdrawn by contacting the Purchasing Department and requesting withdrawal any time prior to opening of Bids. Notice must be in writing. Notices by email, fax, or phone will not be accepted.

### **2.7. Rejection of Proposals**

The Owner reserves the right to reject any and all proposals, and does not bind himself to accept the lowest price or any proposal for this work or any part thereof and shall have the right to ask for new proposals for the whole or parts, should he desire to do so.

### **2.8. Award and Execution of Documents**

It is not the policy of the City to purchase based on low bids alone. The award of the Proposal, if it is awarded, will be to the Respondent whose combination of qualifications, experience, reputation and price provides the best value as determined by the City.

In evaluating Proposals, the Owner shall consider the following criteria for determining the "best value":

Contracts will not be awarded to companies who:

- Do not include a Bid Bond in their proposal documents

- Cannot comply with Performance Bond and Payment Bond Requirements
- Cannot comply with the Insurance Requirements
- Do not sign proposal documents

## **2.9. Evaluation Criteria**

All proposals will be evaluated and scored by an evaluation committee that will score each proposal based upon the following criteria and weighting as detailed below.

- **Cost (75%)**  
Respondent shall provide detailed cost information as outlined in the Request. In analyzing Proposals, the City may take into consideration alternates and unit prices.
- **Past Relationship with the City of San Angelo (10%)**  
Respondent shall provide a list of References for similar projects completed for the City of San Angelo, including a description of the project, and any relevant information regarding the similarities of past project not otherwise readily apparent. (All references shall be for work completed in the last five (5) years)
- **Experience with Projects in the City Of San Angelo Area (within 150 mile Radius) (05%)**  
Respondent shall provide a list of References for similar projects completed in the general area of City of San Angelo, including a description of the project, owner contact information, and any relevant information regarding the similarities of past project not otherwise readily apparent. (All references shall be for work completed in the last five (5) years)
- **Respondents Reputation for Products/ Services (10%)**  
Respondent shall provide a list of References for similar projects, including the identification of the owner and contact information, a description of the project, and any relevant information regarding the similarities of past project not otherwise readily apparent. (All references shall be for work completed in the last five (5) years). Additionally, respondent should identify whether any projects identified herein resulted in claims, litigation or arbitration.

### **2.9.1. Selection Process**

- A. The city will evaluate and rank the proposals in relation to the published selection criteria within 45 days after the opening.
- B. The City reserves the right to revise the Request and the request "Best and Final Offers" from the top candidates following the initial evaluation.
- C. The city then will select the proposal that offers the best value based on the published selection criteria and its ranking evaluation.
- D. Following the selection, the contract negotiation process begins and the City will negotiate first with the highest ranked offer. At this stage, the City may discuss modifications to the proposed scope, time and price. Modifications are not required, and if they are discussed but not agreed to by the City and the offeror, a final contract may still be negotiated and agreed upon based on the original response to the RFCSP. If the two parties are unable to reach a final agreement, the City will inform that offeror in writing that negotiations are ended.
- E. The City may then negotiate with the next ranked offeror. This continues in the order of the selection ranking until a contract is reached or all proposals are rejected.

### **2.9.2. Restrictions on Communication**

- A. Respondents should not communicate with: 1) elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.



Exceptions to the Restrictions on Communication with City employees include:

1. Conversations with the current contract, if applicable;
2. Private (non-business) contacts with the City by the Proposer's employees acting in their personal capacity;
3. Casual social contacts that do not include mention of this specific RFP;
4. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **November 13, 2014**, 12:00 Noon, Local Time. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Roger Banks, Purchasing Division Manager

Email: [sapurch@cosatx.us](mailto:sapurch@cosatx.us)

***Please ensure the RFP Number and Title is in the Subject Line.***

Questions submitted and the City's responses will be posted in the form of an Addendum to the City's web site at [www.cosatx.us](http://www.cosatx.us). Respondent is responsible for calling the City to determine if any addendums have been issued prior to their submittal.

5. Communications as allowed by the specifications outlined in Section 7: Pre-Proposal Conference and Tour, if applicable;
  6. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
  7. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date.
- B. The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process.
- C. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons, shall not be considered a violation by Respondent of this section.

#### **2.9.3. Addendums**

All questions about the meaning or intent of the Contract Documents shall in writing. Replies will be issued by Addenda posted on the City's website as they are issued. Respondents are responsible checking the website or calling the Purchasing Division prior to submitting the proposal for consideration.

Questions received after the date above may not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

#### **2.10. Bid Security**

Each proposal must be accompanied by a Bid Bond, Certified or Cashier's Check (on a solvent bank in the State of Texas), drawn to the order of the Owner in the sum of not less than **five percent (5%)** of the total amount of the proposal. The bid bond must be executed by a surety meeting the requirements set forth in General Conditions. The bid security shall be made payable without condition to the City of San Angelo, Texas. Bid security must be in the name of the company submitting responses.

Checks furnished as security by Respondent will be returned within 30 days of the contract award.

#### **2.11. Return of Bid Security**

The bid security of the successful Respondent will be retained until he has executed the contract agreement

and furnished the required Contract Security and insurance, whereupon checks furnished as bid security will be returned. The bid security of any Respondent whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the day after the required documents are delivered by the

#### **2.12. Taxes and Permits**

Attention is directed to the requirements of Section 2, General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against Owner or contractor in connection with the Work shall be paid by the selected contractor. All prices proposed shall include all such taxes and the costs of all required permits. The Owner is exempt from State Sales Tax. Contractors may not use the City's Tax Exemption for the purchase of materials, etc.

#### **2.13. Examination of Contract Documents**

Each Respondent shall thoroughly examine and be familiar with the Contract Documents. The submission of a proposal shall constitute an acknowledgment that the Respondent has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Respondent to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to his proposal or to the contract. No claim for extra or additional compensation will be allowed based upon a lack of knowledge of any contract document, and the Owner will in no case be responsible for any loss or for unanticipated costs that may be suffered by the selected Respondent as a result of conditions pertaining to the work.

#### **2.14. Familiarization with the Type of Work**

Before submitting his Proposal, each prospective Respondent shall familiarize himself with the Work, local labor conditions and all laws, regulations, and other factors affecting performance of the Work. He shall carefully correlate his observations with requirements of the Contract Documents and otherwise satisfy himself of the expense and difficulties attending performance of the Work. The submission of a Proposal will constitute a representation of compliance by the Respondent. There will be no subsequent financial adjustment for lack of such familiarization.

#### **2.15. Site Investigation**

The information contained in the Contract Documents concerning topography, subsurface soils, subsurface structures, and any quantities based thereon, is furnished solely for the convenience of the Contractor as information available at the time. The accuracy of this information is not guaranteed and the Contractor is fully and solely responsible to verify pertinent information prior to proposal time. Use of the information provided in no way relieves the Contractor or others of any responsibility for loss due to inaccuracies or deviations that may be encountered.

#### **2.16. Soils Testing Specifications**

The Contractor will be allowed to conduct soils investigations within the alignment of the proposed Project if they can be coordinated with the Owner and appropriate landowners during the Proposal preparation phase. All such investigations must be coordinated through the Owner.

#### **2.17. Subcontractors and Suppliers**

When requested by the Owner, within 24 hours of proposal opening, the apparent low Respondent, and any other Respondent so requested, shall submit a list of all Subcontractors he expects to use in the Work.

##### **2.17.1. Subcontractor Qualification**

Particular consideration will be given to the qualifications of each Subcontractor proposed to perform more than 5 per cent (5%) of the Work.

The successful Respondent will submit to the Owner for acceptance a list of the names of subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) identifying that portion of the Work to be performed by each subcontractor within fourteen (14) days of the issuance of Notice of Award.

Subcontractors will be evaluated utilizing "Criteria for Determining Lowest Responsible Bidder." The Owner will notify the successful Respondent in writing if, after due investigation, there is objection to any Subcontractor, person, or organization on such list.

If the apparent low Respondent declines to make any such substitution, the contract shall not be awarded to such Respondent, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Additional requirements for subcontractors are contained within Section 2, entitled General Conditions, of this document.

The failure of the Owner to make any such objection prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person, or organization. Such acceptance a Subcontractor, person or organization shall not: (1) constitute a waiver of any right of the Owner to reject defective Work, Material, or Equipment, or Work, Material, or Equipment not in conformance with the requirements of the Contract Documents; or (2) constitute a waiver of Contractor's complete and total liability for any defective Work, Material, or Equipment, or Work Material or Equipment not in conformance with the requirements of the Contract Documents whether or not provided by or performed by any such Subcontractor.

If the Owner registers objection to and refuses to accept a Subcontractor, person, or organization list the successful Respondent may either (1) submit an acceptable substitute without an increase in his price or (2) withdraw his Proposal. If the Owner raises objection to a Subcontractor, person, or organization after the execution and delivery of the Agreement, the Contractor will submit an acceptable substitute and the Contract Price shall be increased or decreased by the reasonable difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. In the event that prior objection is raised as described above, but the Contractor fails to submit an acceptable substitute prior to execution and delivery of the Agreement, no increase in Contract Price shall be allowed.

#### **2.17.2. Suppliers**

The list of Subcontractors shall also include the suppliers and manufacturers of the principal items of materials and equipment the Respondent expects to use in the Work.

### **2.18. Performance and Payment Bond**

(a) Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Respondent shall furnish bond(s) each in a penal sum of at least the full amount of the contract as awarded in the form included in the specifications, which secures the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the selected Respondent may become legally indebted for labor, materials, tools, equipment, or service, of any nature, employed or used by him in performing the work. Such bond(s) shall bear the same date as or a date subsequent to, the date of the contract.

(b) On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

(c) The failure of the successful Respondent to supply the required bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant based upon reasons determined adequate by the Owner, shall constitute a default, and the Owner may either award the contract to the next responsible Respondent or re-advertise for bids, and may charge against the contractor the difference between the submitted and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bond.

(d) Performance and Payment Bonds shall be delivered to the Purchasing Department.

### **2.19. Waiver of Performance and Payment Bonds**

Performance and Payment Bonds may be waived under the following circumstances:

- 1) The Payment Bond is not required if the contract sum is twenty-five thousand (\$25,000.00) Dollars or less,
- 2) The Performance Bond is not required if the contract sum is less than one-hundred thousand (\$100,000.00) Dollars, and
- 3) The selected Respondent provides a current certificate of Insurance listing coverages in the amounts required herein.

### **2.20. Quantities are Approximate**

The quantities named in the Proposal or separately listed are approximate only, but these are to be used as a basis for the comparison of proposals and to determine the amount of the bonds. However, if a unit price appears to the Owner to be unbalanced to such an extent that changes in actual quantities required under the

contract might result in contract price adjustments which would increase payments to the selected contractor excessively, then the Owner may take such a condition under consideration in making the award of the contract.

#### **2.21. Copies of Contract Documents**

The selected Respondent to whom a contract is awarded will be furnished, without cost to him, five (5) copies of the specifications and five (5) sets of the drawings, together with all Addenda thereto. Additional copies of specifications and drawings may be obtained from the Owner at the cost stated in the Invitation to Proposal.

#### **2.22. Protest, Review and Appeal**

When awards are made to other than lowest bidder, the facts and the basis for the award decision shall be well documented and such documentation shall remain available for public scrutiny.

- A. Unsuccessful bidders, wishing to protest an award, are expected to furnish sufficient evidence to challenge the documentation required within five business days of the award of the bid by the City Council.
- B. Review of the challenge will be made by the City Manager and his decision will be final.

#### **2.23. Employment Requirements and Wage Rates**

##### **2.23.1. General**

The award of this contract shall be based in part upon payment by the selected Respondent and his Subcontractors of wage rates 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 not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

The selected Respondent shall comply with all requirements of the prevailing wage law of the State of Texas, Texas Government Code, Chapter 2258, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the general prevailing rate of wages.

##### **2.23.2. Records**

The selected Respondent and each Subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed, together with the actual wages paid to each worker for a minimum of three (3) years. At all reasonable hours, such records shall be open to inspection by the representatives of Owner.

Certified Payrolls are to be submitted to the City's Project Manager or their representative weekly.

##### **2.23.3. Penalty**

If the selected Respondent or any Subcontractor fails to comply with the prevailing wage law, he shall forfeit to Owner sixty dollars (\$60.00) per day for each laborer, workman, or mechanic who is paid less than the specified rate, pursuant to §2258.023 of the Texas Government Code.

##### **2.23.4. Hours of Labor**

The selected Respondent shall comply with all requirements of the hours of work on public works defined by Texas Government Code §650.001, including the latest amendments thereto, as an eight (8) hour work day. Violation of this provision is punishable by fine and imprisonment pursuant to §650.003 of the Texas Government Code.

##### **2.23.5. Veterans Preference**

Pursuant to Texas Government Code, §657.004, the selected Respondent shall give preference in employment to honorably discharged veterans who were engaged in the services of the United States in time of war or conflict and who are and have been citizens of Texas for not less than five (5) years.

#### **2.24. Prevailing Wage and Hour Decision**

Chapter 2258 of the Texas Government Code requires contractors and subcontractors performing work on public works contracts to pay wages at a rate consistent with the rate prevailing in the area. Under federal law,

the United State Department of Labor is required to maintain a prevailing Wage and Hour decision for each geographical area. Compliance with the published decision meets the requirements of the Texas Government Code.

1. If the Wage Decision lists fringe benefits, you must either provide the benefits or pay the hourly equivalent in cash in addition to the predetermined wage.
2. Labor classifications not appearing on the Wage Decision will be deferred to the U.S. Department of Labor (DOL) for approval.

Attached below is the latest Prevailing Wage and Hour Decision currently applicable. The selected Respondent will be responsible for compliance with the applicable portion of Davis-Bacon and Related Acts and any such decision applicable at the timework is performed.

#### 2.24.1. Applicable Wages and Benefits

General Decision Number: TX140007 01/03/2014 TX7

Superseded General Decision Number: TX20130007

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

#### HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014

\* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)...	\$ 13.55	
ELECTRICIAN.....	\$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.36	
Structures.....	\$ 13.52	
LABORER		
Asphalt Raker.....	\$ 12.28	
Flagger.....	\$ 9.30	
Laborer, Common.....	\$ 10.30	
Laborer, Utility.....	\$ 11.80	
Work Zone Barricade		
Servicer.....	\$ 10.30	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer.....	\$ 14.87	
Asphalt Paving Machine.....	\$ 13.40	
Broom and Sweeper.....	\$ 11.21	

Crane, Lattice Boom 80  
Tons or Less.....\$ 16.82  
Crawler Tractor Operator....\$ 13.96  
Excavator, 50,000 lbs or  
less.....\$ 13.46  
Front End Loader Operator,

Rates

Fringes

Over 3 CY.....\$ 12.77  
Front End Loader, 3CY or  
less.....\$ 12.28  
Loader/Backhoe.....\$ 14.18  
Mechanic.....\$ 20.14  
Milling Machine.....\$ 15.54  
Motor Grader, Rough.....\$ 16.15  
Motor Grader, Fine.....\$ 17.49  
Pavement Marking Machine....\$ 16.42  
Reclaimer/Pulverizer.....\$ 12.85  
Roller, Asphalt.....\$ 10.95  
Roller, Other.....\$ 10.36  
Scraper.....\$ 10.61  
Spreader Box.....\$ 12.60

Servicer.....\$ 13.98

Steel Worker (Reinforcing).....\$ 13.50

#### TRUCK DRIVER

Lowboy-Float.....\$ 14.46  
Single Axle.....\$ 12.74  
Single or Tandem Axle Dump..\$ 11.33  
Tandem Axle Tractor with  
Semi.....\$ 12.49

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the  
cited type(s) of construction in the area covered by the wage  
determination. The classifications are listed in alphabetical  
order of "identifiers" that indicate whether the particular  
rate is union or non-union.

## Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

## Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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## WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests

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

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

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION





### **3. PERFORMANCE AGREEMENT**

**See Attachment A.**

The City's standard form of agreement for projects of this type is reflected in Attachment A. The specified insurance requirements in Section 18 are applicable to this project. After bids are opened and City has determined its recommendation, a final contract for your signature will be prepared. The appropriate sections will be completed with an accurate summary of the description of work to be awarded and the bid price recommended to Council, including all alternates, options and addenda to be awarded. Any special provisions included in the bid documents will be added in Section 25 of this Contract. This Contract must be finalized by City, and signed by Contractor, prior to the award of the bid by the City Council.

### **4. GENERAL CONDITIONS**

**See Attachment B.**

This is the City's standard Term and Conditions for construction projects of this type are reflected in Attachment B.

### **5. TECHNICAL SPECIFICATIONS**

The following specifications and drawings are applicable to this project:

- Specifications and Details for Construction as adopted by the City Council of San Angelo on January 29, 2008 unless otherwise noted on the plans or within these contract documents.
- Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the Texas Department of Transportation on June 1, 2004. Where duplicate specifications and or details exist, City of San Angelo Specifications and Details as adopted on January 29, 2008 shall govern.
- Copies of a complete set of City of San Angelo Standard Specifications and Details for Construction are available through the City of San Angelo Engineering Services Division for \$30.00 or the Standard Specifications and Details for Construction can be found on the Engineering Services Division website of the City of San Angelo at [www.sanangelotexas.us](http://www.sanangelotexas.us). To request a copy, Contact Karl Bednarz, City Engineer at (325) 657-4203 or [karl.bednarz@cosatx.us](mailto:karl.bednarz@cosatx.us).
- Plans titled "Project No. ES-06-14, Plans Of Proposed, Chadbourne Streetscaping, From 7th Street To 14th Street", By SKG Engineering

### **6. FEDERAL PROVISIONS**

See Consolidated Certification Form in the Bid Forms Section

### **7. PROPOSAL FORMS**

#### **6.1. Copies**

Please submit:

- one (1) signed original,
- and two (2) copies, and
- One (1) copy in PDF format on CD or USB Flash Drive of all required forms.

## 6.2. Required Proposal Forms

Please submit Proposal forms in the following order:

- ☐ Price Proposal (Required)
- ☐ Security I Bond (Required)
- ☐ Consolidated Certification Form (Required)
- ☐ DBE Form (Required)
- ☐ Conflict of interest Questionnaire (Required)
- ☐ Debarment and Suspension Certification (Required)
- ☐ Vendor Compliance with Reciprocity On Non-Resident Bidders (Required)
- ☐ Contractor References (Required)
- ☐ City of San Angelo Project References (Required)
- ☐ Local Area Project References (Required)
- ☐ List of Proposed Subcontractors (Required)
- ☐ Contractor Contact Information Form (Required)
- ☐ IRS Form W-9 (Required)

## 8. ATTACHMENTS

- A. Construction Performance Agreement
- B. Construction General Conditions

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