

**CITY OF NOLANVILLE, TEXAS  
OLD NOLANVILLE ROAD PEDESTRIAN IMPROVEMENTS PROJECT  
CSJ # 0909-36-159**

**ADDENDUM NO. 1  
October 20, 2017**

The construction plans and specifications for the City of Nolanville, Old Nolanville Road Pedestrian Improvements Project, on which bids are to be received until 10:00 A.M. on Thursday, November 16, 2017 by the City Clerk, Crystal Briggs at her office in Nolanville City Hall; 101 N. 5<sup>th</sup> Street; Nolanville, Texas 76559 are hereby modified as follows:

**GENERAL**

1. The bid opening date has been revised to **Thursday, November 16, 2017 at 10:00 A.M.** at Nolanville City Hall; 101 N. 5<sup>th</sup> Street; Nolanville, Texas 76559. Revised copies of the Public Notice to Bidders, Instructions to Bidders, and Special Project Information have been attached to this Addendum to reflect this change.
2. The Non-Mandatory Pre-Bid Conference date has been revised to **Tuesday, October 31, 2017 at 10:00 A.M.** at Nolanville City Hall; 101 N. 5<sup>th</sup> Street; Nolanville, Texas 76559. Revised copies of the Public Notice to Bidders, Instructions to Bidders, Special Project Information, and Special Conditions have been attached to this Addendum to reflect this change.
3. The cut-off date by which Contractors may request additional technical information regarding the project has been revised to **Friday, November 10, 2017 at 12:00 P.M. (noon).** Revised copies of the Instructions to Bidders and Special Conditions documents have been attached to reflect this change.

**ADDENDUM ACKNOWLEDGEMENT**

1. Bidders shall acknowledge receipt of this Addendum in the space provided in the proposal and on the outer envelope of their bid.



*John A. Simcik*

10/20/17

John A. Simcik, P.E., C.F.M.  
Kasberg, Patrick & Associates, LP  
One South Main  
Temple, Texas 76501

Date

**PUBLIC NOTICE TO BIDDERS ADVERTISING THE PROJECT**

Sealed bids addressed to the Honorable Mayor and City Council will be received at the Nolanville City Hall; 101 N. 5<sup>th</sup> Street; Nolanville, Texas 76559 until **10:00 A.M. on Thursday, November 16, 2017** for the construction of the Old Nolanville Road Pedestrian Improvements in the City of Nolanville, Texas. The bids shall be labeled:

Old Nolanville Road Pedestrian Improvements  
Nolanville, Texas  
CSJ #0909-36-159

Bids must be submitted on the Bid Form provided and must be accompanied by a cashier's check, certified check or acceptable bidder's bond payable without recourse to the City of Nolanville, Texas in an amount not less than five (5) percent of the bid submitted as a guarantee that the bidder will enter into a contract and execute a Performance Bond and a Payment Bond within ten (10) days after the notification of the award of the contract.

The bids will be publicly opened and read aloud in the Conference Room in City Hall at 10:00 A.M. on Thursday, November 16, 2017. The City Council will officially review the bids at their next regularly scheduled meeting and award the contract as soon thereafter as practical and after the City of Nolanville receives authorization for contract award from the Texas Department of Transportation (TxDOT).

The City of Nolanville reserves the right to accept or reject any and all bids, as the best interest of the City may require, and to waive any informality in bids received.

Each Bidder for this project shall be listed on the Texas Department of Transportation Approved Contractor Roster.

This project includes, but is not limited to concrete sidewalks, pedestrian rails, concrete storm inlets, concrete culvert extensions, concrete curb installation, HMAC overlay, striping, SWPPP installations, grass seeding, temporary traffic control, etc.

Plans, specifications and bidding documents may be secured beginning on Monday, October 9, 2017 at the office of Kasberg, Patrick & Associates, LP; One South Main (intersection of Main and Central), Temple, Texas; (254) 773-3731 for a non-refundable cost of \$100.00 per set. Checks shall be made payable to Kasberg, Patrick & Associates, LP.

**A Non-Mandatory Pre-Bid Conference will be held in the Nolanville City Council Chambers; 101 No. 5<sup>th</sup> Street; Nolanville, Texas 76559 at 10:00 a.m. on Tuesday, October 31, 2017. Although this is not a mandatory Pre-Bid Conference, it is highly recommended that all bidders attend.**

Killeen Daily Herald &  
City of Nolanville Website:  
October 21, 2017  
October 28, 2017  
November 4, 2017

CITY OF NOLANVILLE, TEXAS

Crystal Briggs  
City Secretary

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CITY OF NOLANVILLE  
INSTRUCTIONS TO BIDDERS

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OLD NOLANVILLE ROAD PEDESTRIAN IMPROVEMENTS

BID NUMBER: CSJ # 0909-36-159

BIDS MUST BE RECEIVED ON OR BEFORE: Thursday, November 16, 2017; 10:00 AM

BIDS WILL BE PUBLICLY OPENED: Thursday, November 16, 2017; 10:00 AM

NON-MANDATORY PRE-BID CONFERENCE WILL BE HELD ON:

Tuesday, October 31, 2017; 10:00 AM

AT THE CITY OF NOLANVILLE CITY COUNCIL CHAMBERS; 101 5<sup>TH</sup> STREET; NOLANVILLE,  
TEXAS 76559

**\*\*CONTRACTOR'S REQUEST FOR INFORMATION FROM TECHNICAL CONTACT DUE ON OR BEFORE\*\***  
Friday, November 10, 2017; 12:00 PM (noon). RFI's received after this date/time will not be  
addressed.)

**BID SUBMISSION**

**DEADLINE:** Bids must be received in the office of Crystal Briggs, City Secretary, City Hall; 101 N. 5<sup>th</sup> Street, Nolanville, Texas 76559 on or before 10:00 AM, Thursday, November 16, 2017. Bids will be publicly opened at 10:00 AM or soon thereafter in the City of Nolanville Main Conference Room at 101 N. 5<sup>th</sup> Street; Nolanville, Texas 76559.

**METHODS:** Sealed bids may be hand-delivered or mailed to the City of Nolanville, Attn: Crystal Briggs, City Secretary; 101 N. 5<sup>th</sup> Street - Nolanville, Texas 76559.

**FAX/E-MAIL:** Facsimile and electronic mail transmittals **will not** be accepted.

**BID REQUIREMENTS**

**QUALIFICATION OF BIDDERS:** This project is funded by the Texas Department of Transportation (TxDOT). The City of Nolanville will utilize TxDOT's list of prequalified contractors for consideration of the Contract Award. In order to submit a bid proposal for this project, a Contractor/Bidder must be prequalified under the Confidential Questionnaire (CQ) Category. The requirements of the CQ can be found at [www.txdot.gov](http://www.txdot.gov) under the Business section-Contractors-Prequalification.

No procedures or requirements for bonding, insurance, prequalification, qualification, or licensing of contractors will be required which may operate to restrict competition, to prevent submission of a bid by, or to prohibit the consideration of a bid submitted by, any responsible contractor, whether a resident or nonresident of Texas.

**LEGIBILITY:** Bids must be legible and of a quality that can be reproduced.

**FORMS:** All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidder shall disqualify the bid. Bids cannot be altered or amended after submission deadline.

**LATE BID:** Bids received after submission deadline will not be opened and will be considered void and unacceptable. City of Nolanville is not responsible for lateness of mail, courier service, etc.

**RESPONSIBILITY:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- a) Have adequate financial resources, or the ability to obtain such resources as required;
- b) Be able to comply with the required or proposed delivery schedule;
- c) Have a satisfactory record of performance; and
- d) Be otherwise qualified and eligible to receive an award.

City of Nolanville may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

**AWARD**

**SIXTY DAYS:** Awards should be made approximately sixty (60) days after the bid opening date. Results may be obtained by contacting the Technical Contact.

**ACCEPTANCE OR REJECTION:** Award shall be made to the lowest responsive/responsible bidder in accordance with the requirements for Federal-aid contracts. Code of Federal Regulations, Title 23 (23 CFR 635.114).

It is understood that the City of Nolanville, Texas reserves the right to reject any and or all bids that do not meet these requirements.

**CONTRACT:** This Bid, when properly accepted by the City of Nolanville, shall constitute a contract equally binding between the successful bidder and City of Nolanville.

The successful bidder to whom Contract is awarded shall within fifteen (15) days of such notification of award, sign the necessary agreements entering into the required Contract with the Owner. No contract shall be binding on the Owner until it has been executed by the Owner or a duly authorized representative, and delivered to the Bidder.

**CONTRACT ADMINISTRATION:** Under this contract, Gandolf Burris, Grant Development Services, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between City of Nolanville and the successful bidder.

**CONTRACT PERIOD:** The Contract Period is the date of award through completion of project. This project is to be completed 180 calendar days after notice to proceed is issued.

Upon failure of City of Nolanville to so appropriate in any year, the Vendor may elect to terminate this agreement with no additional liability to the City. The City and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

**BID CONTACTS**

TECHNICAL CONTACT:

John A. Simcik, PE, CFM  
Kasberg, Patrick & Associates, LP  
1 South Main Street  
Temple, Texas 76501  
(254) 773-3731  
jsimcik@kapengineers.com

**MISCELLANEOUS**

CONFLICT OF INFORMATION: In the event a conflict of information exists between the City bidder instructions and any supplemental instructions from the Design Consultant, the City's bidder instructions will supersede.

FOB DESTINATION: All of the items listed are to be Free on Board to final destination (FOB Destination with a" transportation charges, if applicable, to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the City until receipt and acceptance takes place at the FOB point.

FIRM PRICING: All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be for 90 days after bid opening. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate-the actual quantity to be purchased may be more or less. The City is not obligated to purchase any minimum amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

SALES TAX: City of Nolanville is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

DELIVERY: The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

PAYMENT: Payment shall be made by check from the City upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no late than thirty (30) days after the goods or services are received OR the date that the invoice is received by the City, whichever is later. As a minimum, invoices shall include:

- (1.) Name, address and telephone number of Vendor and similar information in the event the payment is to be made to a different address;
- (2.) Purchase Order number and/or delivery order number;

Old Nolanville Road Pedestrian  
Improvements Project

- (3.) Identification of items or services as outlined in the Contract;
- (4.) Quantity or quantities, applicable unit prices, total prices and total amount; and
- (5.) Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the Finance Director: (254) 698-6335.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Nolanville.

DOCUMENTATION: Bidder shall provide with this bid response all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

TERMINATION FOR DEFAULT: The City of Nolanville reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. Non-performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the City. The City shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the procession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT.

**WORKER'S COMPENSATION**

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061. The information provided below is a result of this rule. By submitting your bid to the City, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further

agreeing that should your bid or proposal be accepted by the City of Nolanville, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address, prior to beginning work:

Gandolf Burris  
Grant Development Services  
P.O. Box 33043  
Austin, TX 78764

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the City of Nolanville City Clerk at (254) 698-6335 or you may call the Texas Workers' Compensation Commission at (512)804-4000.

**Workers' Compensation Insurance Coverage:**

**A.** Definitions: Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's / person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

**B.** The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.

**C.** The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

**D.** If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

**E.** The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project;
- (2) No later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

**F.** The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

**G.** The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

**H.** The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

**I.** The contractor shall contractually require each person with whom it contracts to provide services on a project to:

- (1.) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
- (2.) Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3.) Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4.) Obtain from each other person with whom it contracts, and provide to the contractor:
  - (a.) A certificate of coverage, prior to the other person beginning work on the project; and
  - (b.) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5.) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6.) Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of

coverage of any person providing services on the project; and

- (7.) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

**J.** By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

**K.** The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

PERFORMANCE AND PAYMENT BONDS: Chapter 262.032 of the Texas Local Government Code governs the requirements for performance bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. Chapter 2253.021 of the Texas Government Code governs the requirements for payment bonds for government entities making public works contracts. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract, and prior to beginning work on the project. The bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code.

BIDDER'S BOND: All bids shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to the City of Nolanville, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of the contract to him. Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without check or bid bonds will not be considered.

EXECUTION OF CONTRACT: Failure to execute the construction contract within fifteen (15) days of written notification of award or failure to furnish the performance bond, or letter of credit if applicable, and payment bond as required shall be just cause for the annulment of the award. In case of the annulment of the award, the bid guarantee shall become the property of the City of Nolanville, not as a penalty, but as a liquidated damage.

The Contractor shall not commence work under this contract until he has furnished certification of all insurance required and such has been approved by the City of Nolanville, nor shall the contractor allow any subcontractor to commence work on his subcontract until proof of all similar insurance that is required of the subcontractor has been furnished and approved.

SPECIAL PROJECT INFORMATION  
TO BIDDERS/CONTRACTORS

- A. All questions, inquiries and/or requests for information shall be directed to John A. Simcik, P.E. before 12:00 PM (noon), Friday, November 10, 2017. Requests for information or construction drawings interpretations after that date and time will not be addressed and the Engineer nor the City of Nolanville shall be bound by any references or dates obtained by the Bidders/Contractors unless an official Addendum is produced and released by Kasberg, Patrick & Associates, LP (KPA).
- B. At least one Addendum will be forwarded to the plan holders of record after the non-mandatory pre-bid conference. Only plan holders will be provided with any Addenda prepared and forwarded by the Engineer.
- C. CAD or DWG electronic drawings of the construction plans will not be provided to any potential Bidder/Contractor. Potential Bidders/Contractors could possibly scan the drawings and use those for various purposes over which the Engineer has no control and scanned drawings used by others shall be at the user's risk with no liability to the Engineer.
- D. An electronic Bid Form will be provided to the potential Bidders/Contractors in the Addendum that follows the non-mandatory pre-bid conference.
- E. Monthly Partial Payments for construction and materials on hand (if applicable) will be made for items completed through the 25<sup>th</sup> day of each month.
- F. The Engineer will provide an electronic Partial Payment Request Form to the Contractor once the construction contract award is completed.
- G. Quantities for items to be requested by the monthly Partial Payment Request will be reviewed by the Construction Inspector & the Contractor, word processed by the Contractor, submitted to the Engineer for review and the Engineer will submit the reviewed request to the City of Nolanville for payment processing.
- H. There will be no retainage held by the City of Nolanville from the Partial Payment Requests for this project.
- I. The Bid Schedule shows approximate quantities for the work ITEMS to be accomplished. Payment for work items will be made on measured, in place, actual work completed using field cross sections, field measurements and calculations deemed necessary to produce accurate, actual installations.
- J. The Contractor is required to submit an updated project construction schedule and certified payrolls with each monthly partial payment request.
- K. The Contractor is required to provide monthly updated disadvantaged business enterprise activities including subcontracts, debarment certifications, etc. as required by the DBE goals that are part of this contract.
- L. The Contractor is required to provide a signed Affidavit and Release of Lien form each month.
- M. Daily, on-site construction representation (inspection) will be provided by City of Nolanville personnel.
- N. On-site contract administration visits, observation, submittal reviews, construction drawings interpretations and partial payment recommendations to the City of Nolanville will be provided by KPA personnel.



- O. City of Nolanville, Contractor and KPA personnel will meet on a routine basis to review project progress, schedule and specifics.
- P. Texas Department of Transportation officials will make weekly site visits to the project.
- Q. Federal Highway Administration officials will make site visits to the project on select occasions.
- R. It is suggested that all required bulletin board postings such as SWPPP and Federal/State Notices be laminated so that the reader can clearly distinguish wording and signatures as appropriate.
- S. Any angular, spider web or longitudinal cracking of placed concrete shall be removed and replaced at the Contractor's expense.
- T. Any standing water on or within the pedestrian access completed areas of this project shall be remediated at the Contractor's expense.
- U. The geotechnical testing for this project will be provided by a certified geotechnical testing and laboratory firm at the direction of the City of Nolanville or its designated representative for all geotechnical in-place testing, materials testing, analyses and evaluations in accordance with Plan Sheet 4, Paragraph C. Testing and Submittals.
- V. The Atterberg Limits, moisture density curves, in-place testing and other analyses of the borrow pit materials will be completed by the geotechnical firm under the direction of the City of Nolanville or its designated representative as stated in U. above.
- W. The Bidder/Contractor shall provide, as part of the Contract Documents at the time of execution of the Contract, a Corporate Resolution or similar instrument that assigns appropriate authority to the person signing the Contract.
- X. A Qualified Bid shall contain a signed, completed Bid Form, a Bid Security, acknowledgement of all Addenda issued for the project and completed Federal Form that are located in the Contract Documents of which the Federal Forms are located in the Bid Form as a. through h.
- Y. SPECIAL CONDITIONS; SC 46 (In Part) Lines and Grades:  
 All work under this contract shall be constructed with the lines and grades shown on the Construction Plans or as provided by the Engineer. The full responsibility for holding to alignment and grade shall rest upon the Contractor.
- Z. The Contractor shall be required to obtain all necessary railroad liability insurance and clearances required by the BNSF Railway for any work on BNSF Railway ROW. Additionally, the Contractor will be required to notify the BNSF Railway and arrange for the presence of a BNSF Railway approved flagman prior to beginning any work within 25' of the nearest railroad track.

# SPECIAL CONDITIONS

**CITY OF NOLANVILLE, TEXAS**

**OLD NOLANVILLE ROAD PEDESTRIAN IMPROVEMENTS – CSJ # 0909-36-159**

**SPECIAL CONDITIONS**

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SC.49	Protection of Trees and Landscaped Areas
SC.50	Lights and Power
SC.51	Water for Construction
SC.52	Trench Safety System
SC.53	Tools and Accessories
SC.54	Project Maintenance
SC.55	Fences, Improvements and Drainage Channels
SC.56	Disposal of Waste and Surplus Excavation
SC.57	Cleanup
SC.58	Archeological Discoveries
SC.59	Service of Manufacturer's Representative
SC.60	Final Field Tests
SC.61	As-Built Dimensions and Drawings
SC.62	Texas Department of Transportation Permits

CITY OF NOLANVILLE, TEXAS

OLD NOLANVILLE ROAD PEDESTRIAN IMPROVEMENTS PROJECT

SPECIAL CONDITIONS

SC.01 GENERAL

The provisions of this section of the specifications shall govern in the event of any conflict between them and the "General Conditions of Agreement."

SC.02 DEFINITIONS

Agreement. "Agreement" shall mean the contract document as herein set forth.

Calendar Day. "Calendar Day" shall mean any day of the week or month, no days being excepted.

Extra Work. "Extra Work" shall mean and include all work that may be required by the Owner to be done by the Contractor to accomplish any change, alteration, or addition to the work shown on the plans or reasonably implied by the specifications, and not covered by the Contractor's proposal.

Parties. The parties to this agreement are the Owner and the Contractor.

Project. "Project" shall mean the work embraced by this agreement, including the Plans and Specifications, General and Special Conditions, Performance and Payment Bonds attached hereto; generally described as follows:

OLD NOLANVILLE ROAD PEDESTRIAN IMPROVEMENTS PROJECT

Subcontractor. "Subcontractor" shall mean only those having a direct contract with the Contractor for performance of work on the project contemplated by these contract documents.

Substantially Completed. "Substantially Completed" shall mean that the project contemplated by the contract documents has been made suitable for use or occupancy, or the facility is in a condition to serve its intended purpose; but still may require minor miscellaneous work and adjustment, provided, however, that final payment of the contract price including retainage, shall not be made until completion of all punch list items and upon acceptance by the Owner. Acceptance by the Owner shall not impair any warranty obligation of the Contractor.

Work. "Work" or "Scope or Work" shall mean OLD NOLANVILLE ROAD PEDESTRIAN IMPROVEMENTS PROJECT as more fully described in the Scope of Work contained in SC.06.

SC.03 ENGINEER

The word "Engineer" in these specifications shall be understood as referring to Kasberg, Patrick & Associates, LP, Consulting Engineers; One South Main; Temple, Texas 76501, Engineer of the Owner, or such other representatives as may be authorized by said Owner to act in any particular position.

SC.04 LOCATION OF PROJECT

This project is located in South Western Sector of the City of Nolanville and extends from Warriors Path East to Bluebonnet Drive on Old Nolanville Road.

SC.05 EXAMINATION OF SITE OF PROJECT

Prospective bidders shall make a careful and thorough examination of the site of the project, including all soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials, arrangements necessary for providing ingress and egress to private properties and methods of handling traffic during prosecution of all the work involved.

SC.06 SCOPE OF WORK

The work to be performed under this contract consists of furnishing all materials, labor, supervision, tools, equipment and incidentals required, and performing all work necessary for the construction of:

OLD NOLANVILLE ROAD PEDESTRIAN IMPROVEMENTS PROJECT:

Concrete sidewalks, pedestrian rails, concrete storm inlets, concrete culvert extensions, concrete curb installation, HMAC overlay, striping, SWPPP installations, grass seeding, temporary traffic control, etc. and all equipment and labor required to complete the project.

SC.07 FORMS, PLANS AND SPECIFICATIONS

Forms of Proposal, Contract and Bonds, and Plans and Specifications may be purchased from the offices of Kasberg, Patrick & Associates, LP. The cost for the plans and specifications shall be \$100.00 per set and is non-refundable.

SC.08 COPIES OF PLANS AND SPECIFICATIONS FURNISHED

Five (5) sets of 11"x17" plans and specifications shall be furnished to the successful Contractor, at no charge, for construction purposes. Additional copies may be obtained at the cost of reproduction upon request.

SC.09

NON-MANDATORY PRE-BID CONFERENCE

Prior to receiving bids on this project, the Owner will conduct a non-mandatory prebid conference with all prospective bidders and other interested parties. The prebid conference will be held in the Conference Room at Nolanville City Council Chambers; Nolanville City Hall; 101 North 5<sup>TH</sup> Street; Nolanville, Texas 76559 at 10:00 A.M. on Tuesday, October 31, 2017.

SC.10

ADDENDA

Bidders desiring further information, or interpretation of the plans and specifications must make request for such information to the Engineer as outlined in this Section and in the Instructions to Bidders for Construction. Answers to all such requests will be given in writing to all Plan Holders (persons who have made deposit for received plans and specifications) in addendum form and all addenda will be bound with and made a part of the contract documents. No other explanation or interpretation will be considered official or binding.

Any addenda issued prior to seventy-two (72) hours before the opening of bids will be mailed to each Plan Holder. Any addenda issued after that time will be mailed and faxed. The proposals as submitted by the Contractor will be so constructed as to include any addenda if such are issued by the Engineer prior to twenty-four (24) hours before the opening of bids.

In order that all plan holders will have equal access to information on this project, all requests to the Engineer for information or interpretation of the plans and specifications must be received before 12:00 P.M., on Friday, November 10 2017. If there is a need to clarify any requests at that time, the Engineer will issue a written addendum. After 12:00 P.M., on Friday, November 10, 2017, the Engineer and Owner will not attempt to further clarify any written or oral requests.

SC.11

PREPARATION OF PROPOSAL

The Bidder shall submit his proposal on the forms furnished. All blank spaces in the form shall be correctly filled in and the bidder shall state the price, both in words and numerals, for which he proposes to do the work contemplated or furnish the materials required. Such prices shall be written in ink, distinctly and legibly, or typewritten. In cases of discrepancy between the price written in words and the price written in figures, the price written in words shall govern. If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If a proposal is submitted by a firm, association, or partnership, the name and address of each member must be given and the proposal signed by a member of the firm, association or partnership, or person duly authorized. If the proposal is submitted by a company or corporation, the company or corporate name and business address must be given, and the proposal signed by an official or duly authorized agent. Powers of attorney authorizing agents or others to sign proposal must be properly certified and must be in writing and submitted with the proposal. The proposal shall be executed in ink.

Each proposal shall be enclosed in a sealed envelope, addressed as specified in the Notice to Contractors, and endorsed on the outside of the envelope in the following manner:

- a. Bidder's name
- b. Proposal for "Old Nolanville Road Pedestrian Improvements Project"

Bid proposal may be withdrawn and resubmitted at any time prior to the time set for opening of the bids, but no proposal may be withdrawn or altered after the opening of the bids.

SC.12 ALTERNATE BIDS

There are no alternate bids for this project.

SC.13 QUALIFICATION OF LOW BIDDER

All Bidders shall be listed on the Texas Department of Transportation Approved Contractors List.

Prior to award of contract, the bidder shall submit such evidence as the Owner may require to establish the bidder's qualifications to satisfactorily perform the work included in this project. Information that may be required shall include (1) the bidder's current financial statement including amount of funds readily available to commence and carry out the work, (2) a list of equipment available for this project, (3) a list of projects that of the same general type as included in this contract, together with the names, addresses and phone numbers of persons familiar with this work, and (4) other information that may be pertinent to the bidder's qualifications.

Should the bidder fail to promptly produce evidence satisfactory to the Owner on any of the foregoing points, he may be disqualified and the work awarded to the next bidder so qualifying.

SC.14 AWARD OF CONTRACT

It is the intention of the Owner to award a contract on the basis of the lowest acceptable bid submitted by a qualified bidder as determined by the Owner. The right is reserved, as the interest of the Owner may require, to reject any and all bids and to waive any informality in bids received.

The City of Nolanville will notify the successful bidder, in writing, within sixty (60) days of the date of receiving bids, of its acceptance of his proposal. The Contractor shall complete the execution of the required Bond and Contract within fifteen (15) days of such notice.



SC.15 SEQUENCE OF CONSTRUCTION

The time allotted for completion of this project is described under Section SC.16 of these Special Conditions.

Prior to beginning construction on this project, the Contractor shall prepare a written construction sequence and schedule for review by the Engineer and approval by the Owner. This construction sequence and schedule shall be followed by the Contractor unless changes are approved by the Owner.

No partial payment estimates will be issued until the Sequence and Schedule of Construction has been approved.

SC.16 TIME ALLOTTED FOR COMPLETION AND NOTICE TO PROCEED

The construction of the OLD NOLANVILLE ROAD PEDESTRIAN IMPROVEMENTS PROJECT shall be completed within 180 consecutive calendar days of the issuance of the Notice to Proceed. The Notice to Proceed shall consist of a written request by the Engineer for the Contractor to proceed with the construction of the project.

SC.17 PRECONSTRUCTION CONFERENCE

After award of bid and prior to beginning construction, a conference will be held with representatives of the Contractor, Owner, Engineer, and the affected Utility Companies to discuss schedules and utility conflicts in the project. The purpose is to establish lines of communication between the parties involved. The time and place for the Preconstruction Conference shall be determined at the time of Bid Award.

SC.18 CONSTRUCTION IN PUBLIC ROADS AND PRIVATE DRIVES

No public or private road shall be entirely closed overnight. It shall be the responsibility of the Contractor to build and maintain all weather bypasses and detours, if necessary, and to properly light, barricade, and mark all bypasses and detours that might be required on and across the roads involved in the work included in this contract.

The Contractor shall be responsible for repair and maintenance of all roadways damaged as a result of the construction of this project for a period of one year after completion or acceptance of the work. Within this period of one year time, if it becomes necessary for the Owner to make such repairs, the Contractor shall reimburse the Owner for the cost of such repairs.

SC.19 REFERENCE SPECIFICATIONS

Where reference is made in these specifications to specifications compiled by others, such reference is made for expediency and standardization from the material supplier's point of view, and such specifications referred to are hereby made a part of these specifications.

SC.20 EXTENSION OF TIME

Contractor agrees he has submitted his proposal in full recognition of the time required for the completion of this project, taking into consideration the average climatic range and material manufacturing conditions prevailing in this locality, and has considered the liquidated damage provision herein, and that he shall not be entitled to, nor will he request, an extension of time on this contract, except when his work has been delayed by an act or neglect of the Owner, employees or representatives of the Owner, or other contractors employed by the Owner, or by changes ordered in the work, or reductions thereto in writing. The Contractor may apply in writing for an extension of time, submitting therewith all written justification as may be required by the Engineer for such and extension as requested by Contractor. The Engineer, within ten (10) days after receipt of a written request for an extension of time by the Contractor, which is supported by all requested documentation, shall decide if an extension of time shall be allowed.

SC.21 LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR

The Contractor agrees that time is of the essence on this contract and that the Owner will be damaged as a result of any delay beyond the date agreed upon in the completion of all items of work herein specified and contracted for. The parties understand and agree that the actual damages will be sustained by the Owner because of such delay will be uncertain and difficult of ascertainment and it is further agreed that a reasonable estimate of the actual amount of such damages in light of the facts known to the parties at the time of execution of this contract will be Nine Hundred Dollars (\$ 900.00) per day. It is therefore agreed that the Owner may withhold permanently from the Contractor's total compensation, the total sum of \$ 900.00 per day as liquidated damages for delay for each day of delaying completion beyond the date agreed upon for completion of the items of work herein specified and contracted for (after due allowance for such extension of time as is provided for in the General Conditions of Agreement and in Paragraph SC.20).

SC.25 FEES AND ROYALTIES

All fees or royalties for any patented invention, process, article, or arrangement in any manner connected with the work, or with these specifications, shall be included in the price stated in the proposal.

SC.26 INDEMNITY

**Contractor agrees to and shall indemnify and hold harmless Owner, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the work done by Contractor under this contract, regardless of whether such injuries, death or damages are caused in whole or in part by the negligence of the City of Nolanville.**

Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes and discharges Owner, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, person (whether they be third persons,

contractor, or employees of either the parties hereto) and any loss of or damage to property (whether the same be that of either of the parties hereto or of third parties) caused by or alleged to be caused by, arising out of, or in connection with Contractor's work to be performed hereunder whether or not said claims, demands and causes of action in whole or in part are covered by insurance regardless of whether such loss, damage, or injury was caused by Owner. Owner, by this agreement does not give consent to litigation.

SC.27 LAWS TO BE OBSERVED

The Contractor shall, at his own expense, do those things necessary for the procurement of and shall procure all permits, certificates and licenses required of him by the law or governmental regulation for the performance of his work. He shall comply with all federal, state and local laws, ordinances or rules and regulations relating to the performance of his work. In addition to all other laws, ordinances and rules and regulations, these shall include any such laws, ordinances or rules and regulations relating to noise from the Contractor's operations.

SC.28 STATE AND CITY SALES TAXES

This contract is issued by an organization which qualifies for exemption provisions pursuant to Provisions of the Texas Tax Code. Sections 151.301, 151.307, 151.309 and 151.311. The Contractor must obtain a limited sales excise and use tax permit or exemption certificate which shall enable him to buy the materials to be incorporated into the work without paying the tax at the time of purchase.

SC.29 ANTITRUST

The Contractor hereby assigns to the Owner any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq. (1973).

SC.30 GUARANTY AGAINST DEFECTIVE WORK

The Contract shall indemnify the Owner against any repairs which may become necessary to any part of the work performed under each contract, arising from defective workmanship or material used therein, for a period of one (1) year from the date of final acceptance of the work, unless the technical specifications provide for another period.

Neither the Certificate of Acceptance nor any provision in the Contract Documents, nor partial or entire use, or occupancy of the premise by the Owner will constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials.

INSURANCE

Satisfactory certificates of insurance for all coverage listed herein shall be filed with the Owner prior to starting any construction work on this contract. Insurance shall include the Owner, the Engineer and the State of Texas as additional insured parties.

Workmen's Compensation and Employer's Liability

This insurance shall protect Contractor against all claims under applicable state workmen's compensation laws. Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" endorsement.

Comprehensive Automobile Liability

This insurance shall be written in comprehensive form and shall protect Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

Comprehensive General Liability

This insurance shall be written in comprehensive form and shall protect Contractor and additional insured parties against all claims arising out of any act or omission of the Contractor or his agents, employees or subcontractors.

Excess Liability Insurance

The Contractor shall obtain, pay for and maintain a policy during the contract term, insuring Contractor for an amount of not less than \$1,000,000 combined single limit bodily injury and property damage liability insurance, including death, in excess of the primary coverage required hereinabove. The Owner, the Engineer and the State of Texas shall be named as additional insureds.

The Contractor shall furnish a Certificate of Insurance for the above coverage with a provision that the Owner will be notified by the insurance company ten (10) days prior to cancellation of the policy during the term of the contract, and if canceled, a new policy must be furnished prior to cancellation.

<b>TYPE OF INSURANCE</b>		<b>AMOUNT OF INSURANCE</b>	<b>PROVISIONS</b>
1.	Workers' Compensation Employers' Liability	Statutory Limits: \$100,000 per occurrence	City to be provided a WAIVER OF SUBROGATION and 30 day notice of cancellation or material change in coverage.
2.	Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	Personal Injury: \$1,000,000 per person  Property Damage: \$1,000,000 per occurrence  General Aggregate: \$3,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage..
3.	Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit: \$1,000,000	City shall be provided 30 day notice of cancellation or material change in coverage.
4.	Excess/Umbrella Liability Insurance	\$5,000,000	Coverage shall include drop down provision for exhaustion of underlying limits. Shall be maintained at least 2 years following substantial project completion. Letter from contractor to owner to confirm completion date.
5.	Builders Risk	\$1,000,000 or Project Bid Amount	City listed as additional insured and 30 day notice of cancellation.
6.	Fire Damage	\$50,000	
7.	Medical Payments	\$50,000	
8.	Pollution Liability	\$1.0M/\$2.0M aggregate	Provides coverage for bodily injury, property damage, clean up expenses, and defense arising from contractor operations.
9.	Workers Compensation	State Law Minimum	Provides the statutory benefits for the State of Texas.
10.	Performance/Payment Bond	100% of Project Bid Amount	Guarantees faithful performance of Agreement.

Progress Payments

Article 5.04 of the General Conditions of Agreement, is hereby voided and replaced by the following:

The Contractor shall prepare a requisition for progress payment as of the last day of the month and submit it, with six (6) copies, to the Engineer. On or before the 10th day of each month, the Engineer shall prepare a statement showing as completely as practicable the total value of the work done by the Contractor up to and including the last day of the preceding month; said statement shall also include the invoice value of all sound materials delivered, and properly stored and protected, on the site of the work that are to be fabricated into the work.

The Owner shall then pay the Contractor on or before the 25th day of the current month the total amount of the approved statement. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date and the value of materials properly stored on the site. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit process contained in the agreement 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 furnished to the Engineer.

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 payment 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.

There will be no retainage held for the monthly progress payments due to the Contractor.

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 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 his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

### Separate Payment

Except as modified by Change Orders subsequent to execution of the Contract for this proposed work, no separate payment shall be made for work described in these Specifications or shown on the Plans. Total compensation to the Contractor shall be as set forth in the various Bid Items in the Proposal and Bid Schedule.

The Owner, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems the same necessary in order to protect the Owner's interests. The Owner, however, may if it deems such action advisable make payment in part or in full to such Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impart the obligations of any surety or sureties furnished under this Contract.

Withholding of any amount due the Owner, under general and/or special conditions regarding "Liquidated Damages," shall be deducted from the final payment due the Contractor.

### SC.33 WAGE RATES

All employees of the Contractor on the work to be performed under this contract shall be paid the prevailing wage scale in this locality for work of similar character, and in no event less than the rates shown in the schedule of minimum wage rates furnished in these Special Conditions.

### SC.34 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor shall take affirmative action to insure that applicants are employed, that employees are treated during employment without regard to their race, color, sex, religion, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees or applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, national origin or age.
- (c) The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (d) The Contractor shall include the provisions of this section in all subcontracts pertaining to the work.

SC.35 SUPERINTENDENCE BY CONTRACTOR

The Contractor shall have on the project at all times, as his agent, a competent Superintendent capable of reading and of thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to execute orders or directions and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendence shall be furnished regardless of the amount of the work subcontracted.

SC.36 INSPECTION

The word "Inspection" or other forms of the word, as used in the contract documents for this project shall be understood as meaning the Engineer will observe and check the construction in sufficient detail to satisfy himself that the work is proceeding in general accordance with the contract documents, but he will not be a guarantor of the Contractor's performance.

SC.37 SHOP DRAWINGS

Contractor shall submit shop drawings in accordance with the following:

All shop drawings submitted by subcontractors for review by the Owner shall be sent directly to the Contractor for checking. The Contractor shall be responsible for their submission at the proper time so as to prevent delays in delivery of materials.

The Contractor shall check all subcontractor's shop drawings regarding measurements, size of members, materials, and details to satisfy himself that they conform to the intent of the Drawings and Specifications. Shop drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors for correction before submission thereof.

All details on shop drawings submitted for review shall show clearly the relation of the various parts to the main members and lines of the structure, and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the drawings before being submitted for review.

The review of shop drawings, samples or product data by the Engineer shall not relieve the Contractor from his/her responsibility with regard to the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the Contractor and the Engineer will have no responsibility therefore.

No portion of the work requiring a shop drawing, sample, or product data shall be started nor shall any materials be fabricated or installed prior to the review of such item. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to reviewed shop drawings and data shall be at the Contractor's risk. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.



When the shop drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

Coordination of Submittal Times: Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work sections, of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities. No extension of time will be authorized because of the Contractor's failure to transmit submittals sufficiently in advance of the Work.

Seven (7) copies of each shop drawing shall be submitted for review. Each shop drawing shall be legible and shall be on sheets no larger than 11" x 17". The seven (7) copies requirement is applicable to the Trench Safety Plan, the Traffic Control Plan and the Storm Water Pollution Prevention Plan as well.

SC.38 TRADE NAMES AND MATERIALS

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against any equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent," "proper," or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing. Unless otherwise specified all materials shall be of the best of their respective kinds, shall be in all cases fully equal to approved samples and shall never have been used for any temporary purpose whatsoever. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process specifically designated shall be used, unless a substitute shall be approved in writing before installation.

SC.39 TESTING OF MATERIALS

Testing and control of construction materials and methods used in the work shall be done by an approved local commercial laboratory employed and paid directly by the Owner, or other approved personnel employed by the Owner. Where a commercial laboratory is used, all representative testing caused by test failure will be accomplished at the Contractor's expense.

SC.40 COORDINATION WITH OTHERS

In the event other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of other contractors.

SC.41 EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the Contractor shall replace or pay for replacement of the utilities or service lines with the same type of original construction, or better, at his own cost and expense.

SC.42 EXISTING STRUCTURES

The plans show the location of all known surface and subsurface structures. However, the Owner assumes no responsibility for failure to show any or all of these structures on the plans, or to show them in their exact locations. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or require the building of special work, provisions for which are not made in these plans and proposal, in which case the provisions in these specifications for extra work shall apply.

SC.43 CONNECTIONS TO EXISTING FACILITIES

Connections to existing facilities which are in service shall be thoroughly planned in advance, and all required equipment, materials and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously (around the clock if necessary) to complete connections in the minimum time. Operations of valves or other appurtenances on existing utilities, when required, shall be by or under direct supervision of the Owner.

The Contractor should anticipate that the length of time for various connections, disconnections and modifications will be minimal. Also, the time of day when connections and disconnections may be accomplished will generally be during periods of low flow. The Contractor should plan his construction sequence and schedule accordingly.

SC.44 PROPERTY LINES AND MONUMENTS

The Contractor shall protect all property corner markers, and when any such markers or monuments are in danger of being disturbed they shall be properly referenced and if disturbed shall be reset at the expense of the Contractor.

SC.45 USE OF EXPLOSIVES

Use of explosives will not be allowed.

SC.46 LINES AND GRADES

All work under this Contract shall be constructed with the lines and grades shown on the Plans or as given by the Engineer. The full responsibility for holding to alignment and grade shall rest upon the Contractor.

The Contractor shall be responsible for all construction staking.

The Contractor shall stockpile excavation and other materials as to cause no inconvenience in the use of the lines and grades given. He shall remove any obstruction created by him contrary to this provision.

The Contractor shall safeguard all control points and bench marks established on the site by the Engineer, shall bear the cost of reestablishing same, if disturbed, and shall assume the entire expense of rectifying work improperly constructed due to failure to maintain and protect such established control points and bench marks.

SC.47 ACCESS TO PROJECT SITE AND RIGHT-OF-WAY

The Contractor shall provide at its expense all improvements and make suitable provisions for ingress and egress. The Contractor also shall provide at its expense necessary all weather access roads to the project location as required for transporting equipment and materials.

If additional area is needed by the Contractor, it shall be the responsibility of the Contractor to make all necessary arrangements and pay all costs associated with the acquisition and utilization of such area.

Specific right-of-way easement arrangements between the Owner and property owners include restrictions that may affect the Contractor's construction operations. These restrictions are summarized on a sheet included in the plans.

SC.48 BARRICADES, LIGHTS AND WATCHMEN

The Contractor shall, at his own cost and expense, furnish and erect such barricades, fences, lights and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of work as are necessary. There shall be no open trenches not properly barricaded at the end of each workday. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain sufficient lights at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

The Contractor will be held responsible for all damage due to failure of barricades, signs, lights and watchmen. The Contractor's responsibility for the maintenance of barricades,

signs and lights, and for providing watchmen shall not cease until the project has been accepted by the Owner.

SC.49 PROTECTION OF TREES AND LANDSCAPING

No trees or landscaping shall be removed or cut without the Owner's approval except those that provide direct interference with the installation of the utility line within the permanent and temporary easements. The Contractor shall use proper caution to minimize removal of trees within the temporary easement. Trees adjacent to the permanent and temporary easements, but not interfering with the work, shall be protected from damage by the construction operations.

SC.50 LIGHTS AND POWER

The Contractor shall provide, at his own expense, temporary lighting and power facilities required for the proper prosecution of the work.

SC.51 WATER FOR CONSTRUCTION AND TESTING

The Contractor shall make the necessary arrangements for securing and transporting all water required in the construction. Water for testing will be provided by the Owner in accordance with Technical Specification Section for Testing Pressure Pipelines.

SC.52 TRENCH SAFETY SYSTEM

Contractor shall provide a trench safety system which conforms to OSHA Standards. The trench safety system shall meet all the requirements of Trench Safety Requirements Section of the Technical Specifications.

SC.53 TOOLS AND ACCESSORIES

The Contractor shall, unless otherwise stated in the specifications, furnish with each type, kind or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Ordinary mechanic's tools are not considered special tools. Such special tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.

Each piece of equipment shall be provided with a substantial name plate, securely fastened in place and clearly inscribed with the manufacturer's name, year or manufacture, and principal rating data.

SC.54 PROJECT MAINTENANCE

The Contractor shall maintain, and keep in good repair, the improvements covered by these plans and specifications during life of this contract.

SC.55 FENCES, IMPROVEMENTS AND DRAINAGE CHANNELS

Fencing and gates removed to permit construction shall be replaced in the same location and left in a condition as good as, or better, than that in which they were found. Fences to be removed and not replaced are noted on the plans.

Where surface drainage channels, storm sewers, or drainage structures are disturbed or altered during construction, they shall be restored to their original condition as soon as possible.

SC.56 DISPOSAL OF WASTE AND SURPLUS EXCAVATION

All trees, stumps, slashings, brush or other debris removed from the site as a preliminary to the construction shall be chipped or removed from the property. No burning will be allowed. No trash, debris or refuse from construction shall exist on the ground.

All excavated earth in excess of that required for backfilling shall be disposed of in a satisfactory manner in locations approved by the Owner.

SC.57 CLEANUP

The Contractor shall at all times keep the job site as free from all material, debris and rubbish as is practical and shall remove same from any portion of the job site as construction of that portion is completed.

Upon completion of the work, the Contractor shall remove from the site all plant, materials, tools and equipment belonging to him and leave the site with an acceptable appearance. The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment in a bright, clean, polished and new-appearing condition.

SC.58 ARCHEOLOGICAL DISCOVERIES

No activity which may affect a State Archeological Landmark is authorized until the Owner has complied with the provisions of 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 are discovered after construction operations are begun, the Contractor shall immediately cease operations in that particular area and notify the Owner, and the Texas Historical Commission, (512-463-6096). The Contractor shall take reasonable steps to protect and preserve the discoveries until they have been inspected by the Owner. The Owner will promptly coordinate with the Texas Historical Commission 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.

Compensation to the Contractor, if any, for lost time or changes in construction resulting from the find, shall be determined in accordance with changed or extra work provisions of the Contract Documents.

SC.59 SERVICE OF MANUFACTURER'S REPRESENTATIVE

The contract price for the project shall include the cost of furnishing competent and experienced representatives from the manufacturers involved. Such representatives shall assist the Contractor, when required, to install, adjust, and test the equipment in conformity with the contract documents. After the equipment is placed in permanent operation by the City of Nolanville, such representatives shall make all adjustments and tests as specified or required to comply with the contract documents, and shall instruct the Owner in the operation and maintenance of the equipment.

SC.60 FINAL FIELD TESTS

Upon completion of the work and prior to final payment, all items installed under this contract shall be subject to acceptance tests as specified or required to provide compliance with the contract documents.

SC.61 AS-BUILT DIMENSIONS AND DRAWINGS

Contractor shall make appropriate daily measurements of work constructed and keep accurate records of location (horizontal and vertical) of all constructed work.

Upon completion of the project, 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 material and dimensions due to substitutions.
- (3) Deletions, additions, and changes to scope of work.
- (4) Any other changes made.

This set of marked up prints shall be incorporated into record drawings prepared by the Engineer.

Separate payment will be made for as-built drawings at the contract unit price as provided for in the Bid Schedule. Payment for As-Built Drawings will not be made until such drawings are provided to and approved by the Engineer.

SC.62 TEXAS DEPARTMENT OF TRANSPORTATION PERMITS

(NOT USED).

## Prevailing Wage Schedule

### 1. Payment

#### (A) Employee Certification

CONTRACTOR, Subcontractor, and Sub-subcontractor shall identify in writing, the classification agreed to by all laborers, workmen and mechanics employed by them in the execution of the Contract, and pay not less than rates specified in the attached Wage Rate Schedule(s). If work performed by worker is different than the classification agreed upon, the worker shall be paid the minimum wage for work performed.

#### (B) Classification Definitions

##### 1. Building

Definitions for building classifications are stated in "Dictionary of Occupational Titles," Department of Labor, 4<sup>th</sup> Edition, 1977.

##### 2. Highway-Heavy

Definitions for Highway-Heavy classifications shall conform to "Standard Job Classification and Descriptions," AGC of Texas Highway, Heavy, Utilities and Industrial Branch.

##### 3. Federal Building and Highway Heavy

Definitions are stated in "Directory of Occupational Titles," Department of Labor, 4<sup>th</sup> Edition, 1977.

#### (C) Minimum Wages

Workers on Project shall be paid not less than wage rates described in this section. Such wage rates shall be used throughout the Contract. If a classification is to be used which is not listed in this section, CONTRACTOR shall request such rates from the Department of Labor and forward a copy of the request and response to OWNER.

Inclusion of wage rates does not relieve CONTRACTOR from responsibility to comply with applicable State or Federal wage laws.

All mechanic and laborers working upon the Work shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29, CFR, Part 3) full wages accrues and when due, computed at rates not less than wage rates bound herein pertaining to type of Work being performed. When Work is of such a nature that both Building and Highway-Heavy wage scales are incorporated into contract, CONTRACTOR shall pay wage rates to mechanics or laborers performing Work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of Work being performed without regards to skill. Salaried specialists (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under and wage classification. Wage rates shall be posted by CONTRACTOR at site of Work in a prominent place where they can be easily seen by workers. In the event there are multiple job sites (such as in street or utility construction), wage rates shall be posted at CONTRACTOR's office and be posted at other places where they would be most likely seen by workers.

(D) Overtime Requirements

No Contractor, Subcontractor, or Sub-subcontractor contracting for any part of contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours in excess of forty hours in such workweek.

**2. Apprentices and Trainees**

(A) Locally Funded Projects

Apprentices and helpers will be permitted to work as such when they are listed on a payroll as an apprentice or helper. Apprentices or helpers are to be paid a minimum of 50 percent of journeymen wages indicated. The allowable ratio of apprentices or helpers in any craft is not to exceed 2:1.

Employees who are not under the apprentice or helper program shall be paid the wage rate provided in contract for Work he actually performed.

**3. Withholding of Payments**

OWNER may withhold or cause to be withheld from CONTRACTOR as much of the accrued payments which may be determined necessary to pay laborers and mechanics employed by CONTRACTOR, Subcontractors, or Sub-subcontractors on the Work the full amount of wages required by this Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the Work of this contract, OWNER may, after written notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advance of funds to CONTRACTOR until such violations have ceased and until restitution has been made.

**4. Payroll and Reports**

Payrolls relating to this Work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by CONTRACTOR for all laborers and mechanics working on the Work. Such records shall contain name and address of each such employee, his/her correct classification, rates of pay, including fringe benefit rates when applicable, daily and weekly number of hours worked, deductions made and actual wages paid.

CONTRACTOR shall make payroll records available for inspection by authorized representatives of OWNER upon written request, and shall permit such representatives to observe and/or interview employees during working hours on Work site, for such time as is required to obtain personal verification of selected payroll data. If it is apparent that there is a wage rate violation or improper classification of employees, an investigation will be conducted, and action taken as appropriate.

**5. Complaints and Penalty's**

CONTRACTOR's attention is directed to House Bill TX 73 RHB 560 amending Art. 5159a, V.T.C.S. relating to the payment of certain laborers, workers, and mechanics under public works contracts.

**6. Area Practice**

Highway Heavy Construction Wage Rates shall be used on this Work unless Building Construction Rates are included as follows:

Building Construction Wage Rates shall be used when the following conditions are met:



Building construction generally is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving. Additionally, such structures need not be “habitable” to be Building Construction. The installation of heavy machinery and/or equipment does not generally change the project’s character as a building.

Building Construction Wage Rates determination shall include all construction necessary to complete a facility regardless of the number of contracts involved so long as all contract awarded are closely related in purpose, time and place. Demolition or site work preparatory to Building Construction is considered a part of the building Work for wage rate determination purposes.

Incidental Building Construction shall include Highway Heavy Construction Items when the Project cost for the incidental items are less than 20 percent, except when the Building Construction is less than 4 percent of the Project cost the Highway Heavy Construction Rates will apply.

#### Multiple Classification

A multiple classification shall be used if Highway Heavy Construction items are more than 20 percent of the Project Cost.

**WAGE RATES FOR THIS PROJECT ARE ATTACHED**

**General Decision Number: TX170016 01/06/2017 TX16**  
**Superseded General Decision Number: TX20160016**  
**State: Texas**

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClellon and Williamson Counties) and HIGHWAY Construction Projects.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017

\* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.56	
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.94	
Structures.....	\$ 12.87	
LABORER		
Asphalt Raker.....	\$ 12.12	
Flagger.....	\$ 9.45	
Laborer, Common.....	\$ 10.50	
Laborer, Utility.....	\$ 12.27	
Pipelayer.....	\$ 12.79	
Work Zone Barricade Servicer.....	\$ 11.85	
PAINTER (Structures).....	\$ 18.34	

POWER EQUIPMENT OPERATOR:	
Agricultural Tractor.....	\$ 12.69
Asphalt Distributor.....	\$ 15.55
Asphalt Paving Machine.....	\$ 14.36
Boom Truck.....	\$ 18.36
Broom or Sweeper.....	\$ 11.04
Concrete Pavement	
Finishing Machine.....	\$ 15.48
Crane, Hydraulic 80 tons	
or less.....	\$ 18.36
Crane, Lattice Boom 80	
tons or less.....	\$ 15.87
Crane, Lattice Boom over	
80 tons.....	\$ 19.38
Crawler Tractor.....	\$ 15.67
Directional Drilling	
Locator.....	\$ 11.67
Directional Drilling	
Operator.....	\$ 17.24
Excavator 50,000 lbs or	
Less.....	\$ 12.88
Excavator over 50,000 lbs...	\$ 17.71
Foundation Drill, Truck	
Mounted.....	\$ 16.93
Front End Loader, 3 CY or	
Less.....	\$ 13.04
Front End Loader, Over 3 CY.	\$ 13.21
Loader/Backhoe.....	\$ 14.12
Mechanic.....	\$ 17.10
Milling Machine.....	\$ 14.18
Motor Grader, Fine Grade....	\$ 18.51
Motor Grader, Rough.....	\$ 14.63
Pavement Marking Machine....	\$ 19.17
Reclaimer/Pulverizer.....	\$ 12.88
Roller, Asphalt.....	\$ 12.78
Roller, Other.....	\$ 10.50
Scraper.....	\$ 12.27
Spreader Box.....	\$ 14.04
Trenching Machine, Heavy....	\$ 18.48
Servicer.....	\$ 14.51
Steel Worker	
Reinforcing.....	\$ 14.00
Structural.....	\$ 19.29
TRAFFIC SIGNAL INSTALLER	
Traffic Signal/Light Pole	
Worker.....	\$ 16.00

TRUCK DRIVER  
 Lowboy-Float.....\$ 15.66  
 Off Road Hauler.....\$ 11.88  
 Single Axle.....\$ 11.79  
 Single or Tandem Axle Dump  
 Truck.....\$ 11.68  
 Tandem Axle Tractor w/Semi  
 Trailer.....\$ 12.81  
 WELDER.....\$ 15.97

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

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for  
 Federal Contractors applies to all contracts subject to the Davis-  
 Bacon Act for which the contract is awarded (and any solicitation was  
 issued) on or after January 1, 2017. If this contract is covered by  
 the EO, the contractor must provide employees with 1 hour of paid sick  
 leave for every 30 hours they work, up to 56 hours of paid sick leave  
 each year.

Employees must be permitted to use paid sick leave for their own  
 illness, injury or other health-related needs, including preventive  
 care; to assist a family member (or person who is like family to the  
 employee) who is ill, injured, or has other health-related needs,  
 including preventive care; or for reasons resulting from, or to assist  
 a family member (or person who is like family to the employee) who is  
 a victim of, domestic violence, sexual assault, or stalking.  
 Additional information on contractor requirements and worker  
 protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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 a union rate (current union  
 negotiated rate for local), a survey rate (weighted average rate) or a  
 union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in  
 dotted lines beginning with characters other than "SU" or "UAVG"  
 denotes that the union classification and rate were prevailing for  
 that classification in the survey. Example: PLUM0198-005 07/01/2014.  
 PLUM is an abbreviation identifier of the union which prevailed in the  
 survey for this classification, which in this example would be  
 Plumbers. 0198 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. 07/01/2014 is the effective date of the most current  
 negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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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