



**ADDENDUM NO. 1**

**Date:** May 17, 2017  
**Owner:** City of Round Rock, Texas  
**Engineer:** CP&Y, Inc.  
**Project Name:** Round Rock Sports Center BMP Retrofit

This Addendum forms a part of the Contract and clarifies, corrects or modifies the original Construction Documents, dated April 2017. Acknowledge receipt of this addendum in the space provided below and return with Bid Form. Failure to do so may subject bidder to disqualification.

**DESCRIPTION OF ADDITION OR CHANGE**

Project Manual:

SECTION 00020 NOTICE TO BIDDERS

- Replace the previous "Notice to Proposers" with the attached "Notice to Bidders" (2 pages)

SECTION 00900 SPECIAL CONDITIONS

- Replace the previous contents of Section 00900 in its entirety (6 pages) with the attached Section 00900 (10 pages).

This addendum consists of 1 page

5/17/2017

Approved by ENGINEER

Acknowledged by CONTRACTOR (BIDDER)

**END**

**\*\*\*\* NOTE: PLEASE REPLAY TO SENDER TO CONFIRM RECEIPT \*\*\*\***

## **00020 NOTICE TO BIDDERS**

## Notice to Bidders

Pursuant to the provisions of Texas Local Government Code, Section 2267.056, it is the intention of the City of Round Rock to select, via the Request for Bids, to select a prime contractor by using the Competitive Low Bid process for the construction of the **Round Rock Sports Center BMP Retrofit** as generally described herein. The project includes: Construction of storm drain and junction boxes at the Round Rock Sports Center at 2400 Chisholm Trail Rd, Round Rock, TX 78681.

Sealed Bids must be submitted to **Corey Amidon Building Construction Superintendent, City of Round Rock, 221 East Main Street, Round Rock, Texas 78664** no later than **2:00PM on June 1, 2017** in an opaque envelope/packaging, sealed, and clearly marked on the outside with:

**Bids to Serve as  
Competitive Low Bid  
for the  
Round Rock Sports Center BMP Retrofit**

Bids will be publicly opened and read aloud at City Hall of Round Rock, 221 E Main St, Round Rock, Texas at **2:00PM on June 1, 2017**. No oral, telegraphic or facsimile bids will be accepted. No late bids will be accepted. No bids may be withdrawn after the scheduled bid opening deadline. All bids received after the scheduled bid opening deadline will be returned unopened.

Bids are to include the specific qualification information requested in the sequence and format prescribed in the Bid Packet. Bid packet may be obtained from the City's website at the following address: <https://www.roundrocktexas.gov/departments/general-services/building-construction-solicitations/>, or requests for plans, project manual and specifications, can be via email at the following address: [buildingconstruction@roundrocktexas.gov](mailto:buildingconstruction@roundrocktexas.gov). The bid packets will be available beginning **May 12, 2017**.

Each bidder shall examine the bid documents carefully and, not later than, **May 22, 2017**, shall make written request, via email and by email only, to the Owner for questions, interpretations or corrections of any ambiguity, inconsistency or error therein which she/he may discover to: Corey Amidon Building Construction Superintendent [camidon@roundrocktexas.gov](mailto:camidon@roundrocktexas.gov). Any interpretations, corrections and changes to bid documents or extensions to the opening date will be made by addenda to the bid documents by Owner and communicated publicly through the City's website listed above and via email to all plan holders.

The successful bidder will be required to furnish payment bonds and performance bonds in amounts equal to one hundred percent (100%) of the contract sum, in accordance with chapter 2253 of the Texas government Code, within five (5) days of award of contract.

In case of ambiguity, duplication or obscurity in the bids, The City of Round Rock reserves the right to reject any and/or all bids and waive any informalities and irregularities in any and/or all bids received. Contractors and subcontractors shall pay to laborers, workman and mechanics the prevailing wage rates as determined by the City of Round Rock

Publication Dates:

Round Rock Leader

1. **May 12 to May 18, 2017**
2. **May 19 to May 25, 2017**

## **00900 SPECIAL CONDITIONS**

## **SECTION 01-INFORMATION**

### **01-01      COPIES OF PLANS AND SPECIFICATIONS FURNISHED**

The Agreement will be prepared in not less than five (5) counterpart (original signed) sets. The City will furnish to the Contractor two (2) sets of conforming Contract Documents and Specifications unless otherwise specified.

### **01-02      GOVERNING CODES**

All construction as provided for under these Plans and Specifications shall be governed by any existing Resolutions, Codes and Ordinances, and any subsequent amendments or revisions thereto as set forth by the City.

### **01-03      LOCATION**

The location of work shall be as set forth in the Notice to Bidders and as indicated on the Plans.

### **01-04      USAGE OF WATER**

All water used during construction shall be provided by the City and shall be metered. The City shall specify the location from which the Contractor is to procure water. The Contractor shall be responsible for obtaining a bulk water permit from the City and providing all apparatus necessary for procuring, storing, transporting and using water during construction. The Contractor shall strive to use no more water than reasonable to perform the work associated with this Contract and shall avoid waste. The Contractor will be required to pay for all water used if it is found that waste is occurring during construction.

## **SECTION 02-SPECIAL CONSIDERATIONS**

### **02-01      CROSSING UTILITIES**

Prior to commencing the Work associated with this Contract, it shall be the Contractor's responsibility to make arrangements with the Owners of utility companies to uncover their particular utility lines or otherwise confirm their location. Certain utility companies perform such services at their own expense, however, where such is not the case, the Contractor will cause such work to be done at his own expense.

### **02-02      UTILITY SERVICES FOR CONSTRUCTION**

The Contractor will be responsible for providing his own utility services while performing the Work associated with this Contract. Provision of said utility services shall be subsidiary to the various bid items and no additional payment will be made for this item.

**WAGE RATES****Wage Rates (Information From Chapter 2258, Texas Government Code Title 10)****2288.021. Duty of Government Entity to Pay Prevailing Wage Rates**

- a. The State or any political subdivision of the State shall pay a worker employed by it or on behalf of it:
  - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
  - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- b. Subsection (a) does not apply to maintenance work.
- c. A worker is employed on a public work for the purposes of this section if a Contractor or Subcontractor in the execution of a contract for the public work with the State, a political subdivision of the State or any officer or public body of the State or a political subdivision of the State, employs the worker.

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

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

## **2258.051. Duty of Public Body to Hear Complaints and Withhold Payment**

A public body awarding a contract, and an agent or officer of the public body, shall:

1. take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
2. withhold money forfeited or required to be withheld under this Chapter from the payments to the Contractor under the contract, except that the public body may not withhold money from other than the final payment without determination by the public body that there is good cause to believe that the Contractor has violated this chapter.

**Applicable wage rates to be used in Williamson and/or Travis County shall be according to EXHIBIT "A", 2015 ANNUAL TEXAS WORKFORCE COMMISSION WAGE RATES at the end of this section.**

### **02-04**

#### **LIMIT OF FINANCIAL RESOURCES**

The City has a limited amount of financial resources committed to this Project; therefore, it shall be understood by all bidders that the City may be required to change and/or delete any items which it may feel is necessary to accomplish all or part of the scope of work within its limit of financial resources. Contractor shall be entitled to no claim for damages or anticipated profits on any portion of work that may be omitted. At any time during the duration of this contract, the City reserves the right to omit any work from this contract. Unit prices for all items previously approved in this contract shall be used to delete or add work per change order.

### **02-05**

#### **CONSTRUCTION REVIEW**

The City shall provide a project representative to review the quality of materials and workmanship.

### **02-06**

#### **LIMITS OF WORK AND PAYMENT**

It shall be the obligation of the Contractor to complete all work included in this Contract, so authorized by the City, as described in the contract documents and technical specifications. All items of work not specifically paid for in the bid proposal

shall be included in the unit price bids. Any question arising as to the limits of work shall be left up to the interpretation of the Engineer.

**02-07      LAND FOR WORK**

Owner provides, as indicated on Drawings, land upon which work is to be done, right-of-way for access to same and such other lands that are designated for the use of the Contractor. Contractor provides, at his expense and without liability of Owner, any additional land and access thereto that may be required for his construction operations, temporary construction facilities, or for storage of materials.

**02-08      DEVIATIONS OCCASIONED BY UTILITY STRUCTURES**

Whenever existing utilities, not indicated on Plans, present obstructions to grade and alignment of proposed improvements immediately notify engineer, who without delay, will determine if existing utilities are to be relocated, or grade and alignment of proposed improvements changed. Where necessary to move existing utilities and appurtenances as determined by the Engineer, the Engineer and Contractor will make relocation arrangements with the utility owner. The Owner will not be liable for delay costs or damages due to relocations of utilities which hinder progress of the work.

**02-09      CONSTRUCTION STAKING**

All construction staking required to complete the work associated with this contract shall be provided by the Contractor. The Contractor shall be responsible for determining the layout and extent of staking necessary to construct the improvements to the lines and grades shown in the Plans and such staking shall be satisfactory to the Engineer. The Contractor shall consult with the Engineer and Owners representative in the field for assistance as necessary. Sufficient staking materials and equipment shall be provided by the Contractor including but not limited to: paint, flagging, laths, hubs, blue tops, nails, hammers, measuring chains or tapes, transits and levels. The Contractor shall be responsible for setting and marking control and off-set points for measuring distances and angles, for shooting levels, and for any other items pertaining to construction staking. This item shall not be paid for separately and shall be considered subsidiary to other bid items.



## **EXHIBIT “A”**

### **2015 ANNUAL TEXAS WORKFORCE COMMISSION WAGE RATES**

Construction and Extraction Occupations	Hourly wage	\$11.92
First-Line Supervisors of Construction Trades and Extraction Workers	Hourly wage	\$20.16
Brickmasons and Blockmasons	Hourly wage	\$20.24
Carpenters	Hourly wage	\$12.42
Floor Layers, Except Carpet, Wood, and Hard Tiles	Hourly wage	\$12.74
Tile and Marble Setters	Hourly wage	\$11.79
Cement Masons and Concrete Finishers	Hourly wage	\$12.18
Construction Laborers	Hourly wage	\$10.08
Paving, Surfacing, & Tamping Equipment Operators	Hourly wage	\$11.28
Operating Engineers and Other Construction Equipment	Hourly wage	\$13.52
Drywall and Ceiling Tile Installers	Hourly wage	\$12.72
Electricians	Hourly wage	\$16.03
Glaziers	Hourly wage	\$12.51
Insulation Workers, Floor, Ceiling, and Wall	Hourly wage	\$12.67
Insulation Workers, Mechanical	Hourly wage	\$14.21
Painters, Construction and Maintenance	Hourly wage	\$11.67
Pipelayers	Hourly wage	\$12.77
Plumbers, Pipefitters, and Steamfitters	Hourly wage	\$14.39
Reinforcing Iron and Rebar Workers	Hourly wage	\$12.58
Roofers	Hourly wage	\$11.31
Sheet Metal Workers	Hourly wage	\$12.76
Structural Iron and Steel Workers	Hourly wage	\$13.50
Helpers--Brickmasons, Blockmasons, Stonemasons, and Tile and Marble Setters	Hourly wage	\$10.79
Helpers--Carpenters	Hourly wage	\$11.29

Helpers--Electricians	Hourly wage	\$11.24
Helpers--Painters, Paperhangers, Plasterers, and Stucco Masons	Hourly wage	\$10.68
Helpers--Pipelayers, Plumbers, Pipefitters, and Steamfitters	Hourly wage	\$10.57
Helpers, Construction Trades, All Other	Hourly wage	\$9.87
Construction and Building Inspectors	Hourly wage	\$20.15
Elevator Installers and Repairers	Hourly wage	\$22.36
Hazardous Materials Removal Workers	Hourly wage	\$14.15
Highway Maintenance Workers	Hourly wage	\$12.70
Septic Tank Servicers and Sewer Pipe Cleaners	Hourly wage	\$11.93
Construction and Related Workers, All Other	Hourly wage	\$13.13
Service Unit Operators, Oil, Gas, and Mining	Hourly wage	\$12.81
Earth Drillers, Except Oil and Gas	Hourly wage	\$16.02
Rock Splitters, Quarry	Hourly wage	\$10.84
Roustabouts, Oil and Gas	Hourly wage	\$11.17
Installation, Maintenance, and Repair Occupations	Hourly wage	\$12.31
First-Line Supervisors of Mechanics, Installers, and Repairers	Hourly wage	\$19.84
Computer, Automated Teller & Office Machinery Repairers	Hourly wage	\$10.44
Radio Mechanics	Hourly wage	\$11.48
Telecommunications Equipment Installers and Repair	Hourly wage	\$15.50
Avionics Technicians	Hourly wage	\$30.54
Electric, Motor, Power Tool, and Related Repairers	Hourly wage	\$13.59
Electrical and Electronic Installers and Repairers	Hourly wage	\$19.25
Electrical and Electronics Repairers, Commercial and Residential	Hourly wage	\$13.82
Electrical and Electronic Repairers, Powerhouse, Substation and Relay	Hourly wage	\$20.84
Electronic Equipment Installers and Repairers, Motor Vehicles	Hourly wage	\$12.95
Electronic Home Entertainment Equipment Installers	Hourly wage	\$10.93

Security and Fire Alarm Systems Installers	Hourly wage	\$15.47
Aircraft Mechanics and Service Technicians	Hourly wage	\$21.00
Automotive Body and Related Repairs	Hourly wage	\$14.86
Automotive Glass Installers and Repairers	Hourly wage	\$13.74
Automotive Service Technicians and Mechanics	Hourly wage	\$12.64
Bus & Truck Mechanics & Diesel Engine Specialists	Hourly wage	\$14.75
Farm Equipment Mechanics	Hourly wage	\$10.66
Mobile Heavy Equipment Mechanics, Except Engineers	Hourly wage	\$15.35
Motorcycle Mechanics	Hourly wage	\$11.07
Outdoor Power Equipment & Other Small Engine Mechanics	Hourly wage	\$11.95
Bicycle Repairs	Hourly wage	\$12.75
Tire Repairers and Changers	Hourly wage	\$10.26
Mechanical Door Repairers	Hourly wage	\$13.34
Control and Valve Installers and Repairers, Except Mechanical Door	Hourly wage	\$14.60
Heating, Air Conditioning and Refrigeration Mechanics and Installers	Hourly wage	\$14.41
Home Appliance	Hourly wage	\$13.32
Industrial Machinery Mechanics	Hourly wage	\$17.70
Maintenance Workers, Machinery	Hourly wage	\$14.54
Millwrights	Hourly wage	\$13.77
Electrical Power-Line Installers and Repairers	Hourly wage	\$17.74
Telecommunications Line Installers and Repairers	Hourly wage	\$14.32
Medical Equipment Repairers	Hourly wage	\$17.44
Precision Instrument & Equipment Repairers, Other	Hourly wage	\$14.27
Maintenance and Repair Workers, General	Hourly wage	\$11.61
Coin, Vending and Amusement Machine Servicers and Repairers	Hourly wage	\$10.73
Locksmiths and Safe Repairers	Hourly wage	\$12.69

Helpers—Installation, Maintenance and Repair Workers	Hourly wage	\$8.30
Installation, Maintenance & Repair Workers, Other	Hourly wage	\$10.50
Production Occupations	Hourly wage	\$9.92
First-Line Supervisor of Production and Operating Workers	Hourly wage	\$17.00
Coil Winders, Tapers, and Finishers	Hourly wage	\$11.69
Electrical and Electronic Equipment Assemblers	Hourly wage	\$11.78
Electrochemical Equipment Assemblers	Hourly wage	\$14.71
Structural Metal Fabricators and Fitters	Hourly wage	\$13.06
Team Assemblers	Hourly wage	\$9.95
Timing Device Assemblers, Adjuster & Calibrators	Hourly wage	\$15.98
Assemblers and Fabricators, All Other	Hourly wage	\$10.13
Computer-Controlled Machine Tool Operators, Metal and Plastic	Hourly wage	\$12.44
Numeric Tool and Process Control Programmers	Hourly wage	\$18.89
Extruding and Drawing Machine Setters, Operators	Hourly wage	\$10.93
Cutting, Punching, and Press Machine Setters, Operators	Hourly wage	\$10.29
Grinding, Lapping, Polishing, and Buffing Machine	Hourly wage	\$10.33
Lathe and Turning Machine Tool Setters, Operators	Hourly wage	\$14.17

### **SECTION 03-ACCESS AND TRAFFIC CONTROL**

Access shall be provided for the public and emergency vehicles at all possible times. When it becomes necessary to restrict access, the Contractor shall notify the Owner and coordinate with the Owner, all applicable agencies (i.e. Fire Department, E.M.S., Public Works, etc.), residents, and affected parties. If emergency access is required during the work and such access is being hindered by the work, the Contractor will suspend the work if necessary, and otherwise endeavor to assist emergency personnel in accessing a location restricted by the work. Unless otherwise approved by the Engineer, at the end of each day all lanes of traffic shall be opened to the public. The Contractor shall ensure compliance at all times with the accepted Traffic Control Plan for the project and shall be responsible for all maintenance, signing and safety precautions necessary for traffic control. These items shall be included in the bid item Traffic Control.