

3.1.2. Proposals that meet the Minimum Qualifications will be evaluated. The City, at its sole discretion, may choose to develop a shortlist of Proposers for further consideration. Shortlisted Proposers may be scheduled for a structured oral presentation and/or interview. Such presentations will be at no cost to the City. At the end of the oral presentation and/or interview, the evaluation of the shortlisted Proposers will be completed. The oral presentations and/or interview may be recorded and/or videotaped.

**3.2 SELECTION PROCESS**

3.2.1 The award of a contract(s) will be made to the Proposer(s) offering the solution that best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Proposer(s) to create, modify, and implement the required Scope of Work. The Proposer(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any CSP if the Proposal submitted fails to satisfy the City that the Proposer is properly qualified to provide the services contemplated as specified.

**3.3 EVALUATION CRITERIA AND SCORES**

3.3.1 The following will be used in the evaluation to assess and document the degree to which the Proposals submitted meets that criterion and the requirements contained in the Scope of Work, PM, and attached Drawings.

3.3.2 Proposers meeting the Minimum Qualifications (PASS/FAIL Criteria) of this RFCSP shall be evaluated according to the criteria set forth in Section 3.4 and Section 3.5.

**3.4 MINIMUM QUALIFICATIONS**

<b>MINIMUM QUALIFICATIONS</b>	<b>PASS/FAIL</b>
<p><b>COMPANY EXPERIENCE:</b></p> <ul style="list-style-type: none"> <li>1) Your company performed as prime on a construction contract, including at least one Taxiway or Runway Rehabilitation project with an airport as defined at a Top 40 airport (ACI rating).</li> <li>2) One Taxiway or Runway project estimated or actual construction cost of an Airport Rehabilitation project greater than \$20 million.</li> <li>3) One construction project at an ACI Top 40 airport in progress or completed within past five years.</li> </ul>	Pass/Fail
<b>DBE COMPLIANCE</b>	Pass/Fail
<b>FINANCIAL CAPABILITIES</b>	Pass/Fail
<b>EXPERIENCE MODIFICATION RATIO</b>	Pass/Fail
<b>OSHA RECORDS</b>	Pass/Fail

**3.5 EVALUATION CRITERIA**

<b>EVALUATION CRITERIA</b>	<b>SCORE</b>
<b>COMPANY EXPERIENCE</b>	<b>30</b>
<b>STAFFING/KEY PERSONNEL</b>	<b>20</b>
<b>CONSTRUCTION SERVICES</b>	<b>30</b>
<b>PRICE</b>	<b>20</b>
<b>TOTAL SCORE</b>	<b>100</b>

**3.5.1 MWSBE Compliance (Pass/Fail)**

3.5.1.1 Proposer has submitted all documents required by the City regarding its MINORITY, WOMEN AND SMALL BUSINESS ENTERPRISES (MWSBE) program as detailed in Exhibits, Attachments, and referenced in the Project Manual herein.

**3.5.2 Financial Capabilities (Pass/Fail)**

3.5.2.1 FINANCIAL CAPABILITIES—Proposer is required to submit audited financial statements for the last two years and provide evidence of ability to provide the required Surety Bond.

**3.5.3 Experience Modification Ratio (Pass/Fail)**

3.5.3.1 Proposer and if a Joint Venture, each member of the Joint Venture, must have an Experience Modification Ratio (EMR) at or below 0.95 for the previous 12 months (based on the RFCSP issuance date). This information must be validated in a letter from the Proposer’s insurance carrier. Proposer and if a Joint Venture, each member of the Joint Venture, shall provide an OSHA Form 300A Summary of Work – Related Injuries and Illnesses for all company activities in the past five (5) years.

**3.5.4 OSHA Records (Pass/Fail)**

3.5.4.1 Has the Proposer or any member of the Joint Venture received a citation from OSHA in excess of serious (i.e., willful violation) within the previous five (5) years? If yes, provide details.

**3.5.5 COMPANY EXPERIENCE (30 Points)**

3.5.5.1 List all projects that meet the following criteria:

3.5.5.1.1 **Your company performed as prime on a Design/Bid/Build contract, including at least one Taxiway or Runway Rehabilitation project with an airport as defined at a Top 40 airport (ACI rating).**

3.5.5.1.2 One Taxiway or Runway project estimated or actual construction cost of an Airport Rehabilitation project greater than \$20 million

3.5.5.1.3 **One construction project at a Top 40 ACI airport in progress or completed within the past five years.**

3.5.5.2 Arrange projects in descending order of contractual completion date from latest to earliest.

3.5.5.3 Provide the following information for each project, in the order listed:

3.5.5.3.1 Project name and delivery method

Proposal Date and Proposer's name on the outside of envelope. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed for postal delivery.

- 5.10.6 Proposer shall submit Document 00470 – Bidder's DBE Participation Plan with the proposal. If the DBE goal is not met, the Document 00471 – Pre-Proposal Good Faith Efforts, and Document 00472 Bidder's DBE Goal Deviation Request form shall also be included in the submission with the RFCSP.
- 5.10.7 The proposer selected for an award will be the Proposer whose Proposal as presented in the response to the RFCSP, is the most advantageous to the City and offers the best value. The City is not bound to accept the lowest priced Proposal if that Proposal is not in the best interest of the City as determined by the City.
- 5.10.8 Submission of a Proposal indicates Proposer's acceptance of the evaluation technique and Proposer's recognition that some subjective judgments must be made by the City during the assigning of points.
- 5.10.9 **The Price Proposal and Bid Bond should be included in a separate sealed envelope clearly marked on the outside of the envelope: "Price Proposal/Bid Bond: RFCSP No. H37-RTWYNA-2019-002, Reconstruction of Taxiway NA at IAH Project No. 907".**

#### **5.11 PROPOSAL SECURITY**

- 5.11.1 Proposer shall submit a Proposal Security with its Proposal equal to 10% of the total amount Bid as per Document 00410B – Proposal Form.
- 5.11.2 Certified Check or Cashier's Check
  - 5.11.2.1 Proposer shall make check payable to the City of Houston
  - 5.11.2.2 A check is submitted on the condition that if Proposer is selected and fails to timely and properly submit documents required in Document 00495 – Post Proposal Procedures, the City will cash the check in accordance with Paragraph 5.12.5.

#### **5.12 PROPOSAL SECURITY BOND**

- 5.12.1 The Proposal Security must be a valid and enforceable bond, signed by a surety that complies with other requirements set out by law.
- 5.12.2 The Proposal Security must name the City of Houston as obligee, and be signed by the Proposer as principal and signed and sealed by the surety.
- 5.12.3 The Proposal Security must be conditioned such that if Proposer is the Selected Proposer and then fails to timely and properly submit documents required in Document 00495 – Post-Proposal Procedures, surety will be obligated to pay to the City an amount in accordance with Paragraph 5.12.5.
- 5.12.4 Proposal Securitys will be retained until after the Contract is awarded or all Proposals are rejected.
- 5.12.5 The selected Proposer forfeits Proposal Security if it fails to timely and properly submit documents required in Document 00495 – Post-Proposal Procedures. The City may claim an amount equal to the difference between the Total Bid Price of the defaulting Proposer and the Total Proposal Price of the Proposer awarded the Contract. If Proposal Security is a check, the City will reimburse any remaining balance to the defaulting Proposer.

Document 00410B

**BID FORM – PART B**

**1.0 TOTAL BID PRICE HAS BEEN CALCULATED BY BIDDER, USING THE FOLLOWING COMPONENT PRICES AND PROCESS (PRINT OR TYPE NUMERICAL AMOUNTS):**

**A. STIPULATED PRICE:** \$ NA

(Total Bid Price; minus Base Unit Prices, Extra Unit Prices, Cash Allowances and All Alternates, if any)

**B. BASE UNIT PRICE TABLE:**

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
B-1	00621	Insurance	LS	1		
B-2	00610 00611 00612 00613	Performance Bond Payment Bond Maintenance Bond Surface Correction Bond	LS	1		
B-3	GP-105	Mobilization	LS	1		
B-4	01410	SWPPP, TPDES Requirements	LS	1		
B-5	01575	Installation and Removal of Stabilized Construction Exit	EA	7		
B-6	01578	Control of Groundwater	LS	1		
B-7	01-35-13.14	Safety and Security	LS	1		
B-8	01-59-01	Haul Roads	LS	1		
B-9	01-59-01	Flagmen	LS	1		
B-10	01-59-01	Miscellaneous Temporary Construction Items	LS	1		
B-11	32-01-90.34	Pavement Marking Obliteration	SF	66,190		
B-12	P-101	Surface Reinforced Concrete Pavement Removal (Taxiway)	SY	136,937		
B-13	P-101	Asphalt Bond Breaker Removal (Taxiway)	SY	136,937		
B-14	P-101	Sublayer Reinforced Concrete Pavement Removal (Taxiway)	SY	141,751		

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
B-15	P-101	Asphalt Pavement Removal (Shoulder)	SY	29,423		
B-16	P-101	Crushed Concrete Base Removal (Shoulder)	SY	29,423		
B-17	P-101	Pavement Transition (Between Phases) Removal	SY	1,237		
B-18	P-156	Installation and Removal of Filter Fabric Barriers	LF	3,548		
B-19	P-156	Installation and Removal of Inlet Protection Barrier 1	EA	7		
B-20	P-156	Installation and Removal of Inlet Protection Barrier 2	EA	19		
B-21	T-901	Seeding, Fertilizing, Soil Retention Blanket	ACRE	24		
B-22	T-904	Sodding, Fertilizer	SY	28,797		
B-23	T-905	Topsoiling (Obtained on Site or Removed from Stockpile)	CY	15,921		
B-24	02221	Remove and Dispose Grate Top Inlets and Manholes	EA	8		
B-25	02221	Remove and Dispose 27" RCP Storm Sewer	LF	925		
B-26	02221	Remove and Dispose 24" RCP Storm Sewer	LF	397		
B-27	02221	Remove and Dispose 21" RCP Storm Sewer	LF	1,579		
B-28	02222	Grout Fill and Abandon Existing 24" Storm Sewer	LF	530		
B-29	01561	Trench Safety, All Depths	LF	3,388		
B-30	D-701	48" Storm Sewer RCP (Class V) Open Cut, complete in place	LF	930		
B-31	D-701	42" Storm Sewer RCP (Class V) Open Cut, complete in place	LF	397		
B-32	D-701	36" Storm Sewer RCP (Class V) Open Cut, complete in place	LF	1,281		
B-33	D-701	30" Storm Sewer RCP (Class V) Open Cut, complete in place	LF	780		
B-34	D-751	Install Aircraft Rated TY-A Inlets, Pre-Cast	EA	18		

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
B-35	D-705	6" Underdrain, Perforated PVC, complete	LF	15,887		
B-36	D-705	6" Underdrain, Non-perforated PVC, complete	LF	3,384		
B-37	D-751	Underdrain Inspection Pit	EA	25		
B-38	D-751	Underdrain Cleanout	EA	69		
B-39	P-152	Unclassified Excavation (Concrete Pavement and Asphalt Shoulder)	CY	41,979		
B-40	P-152	Soft Subgrade Removal and Replacement with Suitable Material (beneath Concrete Pavement and Asphalt Shoulder)	CY	9,276		
B-41	31 -32-13.26	8" Lime / Fly-Ash Treated Subgrade (beneath Concrete Pavement)	SY	195,252		
B-42	31 -32-13.26	Lime (for Lime / Fly-Ash Treated Subgrade beneath Concrete Pavement)	TN	2,577		
B-43	31 -32-13.26	Fly-Ash (for Lime / Fly-Ash Treated Subgrade beneath Concrete Pavement)	TN	6,443		
B-44	P-209/ P-219	5" Aggregate Subbase (beneath Concrete Pavement)	SY	158,816		
B-45	P-304	9" Cement Treated Base (beneath Concrete Pavement)	SY	158,816		
B-46	P-501	18" Reinforced Portland Cement Concrete Pavement	SY	153,445		
B-47	P-501	Temporary 18" Portland Cement Concrete Pavement	SY	1,055		
B-48	31 -32-13.26	8" Lime / Fly-Ash Treated Subgrade (beneath Asphalt Shoulder)	SY	68,260		
B-49	31 -32-13.26	Lime (for Lime / Fly-Ash Treated Subgrade beneath Asphalt Shoulder)	TN	878		
B-50	31 -32-13.26	Fly-Ash (for Lime / Fly-Ash Treated Subgrade beneath Asphalt Shoulder)	TN	2,193		
B-51	P-209/ P-219	9.5" Aggregate Subbase (beneath Asphalt Shoulder)	SY	72,738		

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
B-52	P-602	Bituminous Prime Coat (Asphalt Shoulder)	GAL	163,890		
B-53	P-603	Bituminous Tack Coat (on concrete pavement edge at asphalt shoulder)	GAL	1,698		
B-54	P-401	4" Bituminous Surface Course (Asphalt Shoulder)	SY	68,879		
B-55	P-620	Yellow Painted Pavement Marking with Glass Beads (Temporary Centerline)	SF	12,803		
B-56	P-620	Black Painted Pavement Marking (Temporary Centerline)	SF	15,673		
B-57	P-620	Surface Painted Runway Holding Position Marking (Temporary)	SF	332		
B-58	P-620	Yellow Painted Pavement Marking with Glass Beads (Permanent Centerline, Edgeline)	SF	52,758		
B-59	P-620	Black Painted Pavement Marking (Permanent Centerline, Edgeline)	SF	41,607		
B-60	P-620	Enhanced Taxiway Centerline Markings (Permanent)	SF	4,931		
B-61	P-620	Runway Holding Position Markings (Permanent)	SF	7,369		
B-62	P-620	Surface Painted Runway Identification Markings (Permanent)	SF	4,311		
B-63	P-620	POFZ Markings (Permanent)	SF	1,013		
B-64	26-05-05	Remove & Salvage Elevated Edge Light, Remove Base Can in Modified Pavement Areas	EA	157		
B-65	26-05-05	Remove & Salvage In-Pavement Light, Remove Base Can in Modified Pavement Areas	EA	459		
B-66	26-05-05	Remove & Salvage Elevated Edge Light, Base Can to Remain in Existing Pavement Areas	EA	275		

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
B-67	26-05-05	Remove & Salvage In-Pavement Light, Base Can to Remain in Existing Pavement Areas	EA	565		
B-68	26-05-05	Remove & Salvage Light, Base Can to Remain and add new steel coverplate in Existing Pavement Areas	EA	30		
B-69	26-05-05	Remove and Dispose of existing "Y" connectors and associated cables used on In-Pavement Runway Guard Lights	EA	75		
B-70	26-05-05	Remove Empty Base Can in Modified Pavement Areas	EA	60		
B-71	26-05-05	Remove Sign including Foundation	EA	45		
B-72	26-05-05	Remove Abandoned Sign Foundation	EA	3		
B-73	26-05-05	Remove and Salvage Sign, Remove Sign Foundation	EA	21		
B-74	26-05-05	Remove #8 AWG, L-824C in Conduit or Ductbank	LF	369,601		
B-75	26-05-05	Remove Conduit in Modified Pavement Areas	LF	59,320		
B-76	26-05-05	Remove Conduit in Earth	LF	9,808		
B-77	26-05-05	Remove Ductbank in Modified Pavement Areas	LF	4,836		
B-78	26-05-05	Remove Ductbank in Earth	LF	3,300		
B-79	26-05-05	Remove L-867D Pullbox or Handhole (smaller than 3'x3'x3')	EA	20		
B-80	26-05-05	Remove existing handhole 3'x3'x3' or larger	EA	6		
B-81	26-05-05	No. 8 AWG, L-824C Cable, including 2" Conduit and Other Electrical Provisions for Temporary Power	LF	240,945		
B-82	26-05-05	Provide Temporary Sign Panels during construction for Phasing	EA	109		
B-83	L-108	No. 8 AWG, L-824C Cable, Installed in conduit or duct	LF	333,719		



Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
B-84	L-108	No. 6 AWG Bare Counterpoise Wire, Installed in conduit trench, Including Ground Rods and Ground Connections	LF	64,059		
B-85	L-108	FAA RWSL Circuit with (2) #8 AWG L-824C (1-Red, 1-Black) and #6 AWG USE installed in Conduit or Duct	LF	2,500		
B-86	L-108	No. 1/0 AWG Bare Counterpoise Wire, Installed in conduit trench, Including Ground Rods and Ground Connections	LF	2,500		
B-87	L-110	1-way, 2" PVC Conduit, Concrete Encased in New Shoulder Pavement	LF	28,000		
B-88	L-110	1-way, 2" PVC Conduit, Concrete Encased in New Full Strength Pavement	LF	36,404		
B-89	L-110	1-way, 2" PVC Conduit, Direct Earth Buried	LF	686		
B-90	L-110	1-way, 4" PVC Conduit, Direct Earth Buried	LF	100		
B-91	L-110	2-way, 2" PVC Conduit, Concrete Encased in New Shoulder Pavement	LF	100		
B-92	L-110	2-way, 2" PVC Conduit, Concrete Encased in New Full Strength Pavement	LF	400		
B-93	L-110	4-way, 4" PVC Conduit, Concrete Encased including Ground Rods and Counterpoise Cable	LF	3,486		
B-94	L-110	Conduit Transition under Pavement	EA	55		
B-95	L-115	L-867D Pullbox	EA	20		
B-96	L-115	Install new aircraft-rated handhole 4'x4'x4'	EA	5		
B-97	L-115	Adjust Elevation of Existing Structure and Make Aircraft Rated	EA	40		
B-98	L-115	Modify Existing Structure to Make Aircraft Rated	EA	25		

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
B-99	26-35-53	North Vault Upgrades for Circuit Modifications	LS	1		
B-100	26-55-90	L-861T(L) LED MITL with L-867B Base Can in New Shoulder Pavement	EA	255		
B-101	26-55-90	L-861T(L) LED MITL on existing L-867B Base Can	EA	260		
B-102	26-55-90	L-852C(L) LED Bi-Directional Taxiway Centerline Light on new L-868B Base Can in New Full Strength Pavement	EA	241		
B-103	26-55-90	L-852K(L) LED Bi-Directional Taxiway Centerline Light on new L-868B Base Can in New Full Strength Pavement	EA	185		
B-104	26-55-90	L-852C(L) LED Uni-Directional Taxiway Centerline Light on new L-868B Base Can in New Full Strength Pavement	EA	93		
B-105	26-55-90	L-852K(L) LED Uni-Directional Taxiway Centerline Light on new L-868B Base Can in New Full Strength Pavement	EA	24		
B-106	26-55-90	L-852C(L) LED Bi-Directional Taxiway Centerline Light on existing L-868B Base Can	EA	118		
B-107	26-55-90	L-852K(L) LED Bi-Directional Taxiway Centerline Light on existing L-868B Base Can	EA	75		
B-108	26-55-90	L-852C(L) LED Uni-Directional Taxiway Centerline Light on existing L-868B Base Can	EA	210		
B-109	26-55-90	L-852F Omni-Directional Taxiway Centerline Light on existing L-868B Base Can	EA	5		
B-110	26-55-90	L-852G(L) LED Runway Guard light with Integral flashing & monitoring, mounted on new L-868B 2-Piece Base Can in New Full strength pavement	EA	40		

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
B-111	26-55-90	L-852G(L) LED Runway Guard light with Integral flashing & monitoring, mounted on existing L-868B Base Can	EA	116		
B-112	26-55-90	New L-868B Base Can with Blank Cover in New Full Strength pavement	EA	10		
B-113	26-55-90	Install Salvaged fixture in new base can in new pavement	EA	26		
B-114	26-55-90	New LED Guidance Sign including Foundation - 3-Module, Single Face	EA	27		
B-115	26-55-90	New LED Guidance Sign including Foundation - 4-Module, Double Face	EA	2		
B-116	26-55-90	Install Salvaged Sign on new Foundation	EA	9		
B-117	26-55-90	Remove and Replace Size 3 Sign Panel	EA	91		
B-118	26-55-90	Remove and Repair Bolts/Threads on Existing Base Can	EA	296		
B-119	26-55-90	Install new Isolation Transformer, Splice Kit and Fixture Tag	EA	91		
B-120	26-55-90	Install new Isolation Transformer, Splice Kit, Lamps & Sign Tag	EA	16		
B-121	26-55-90	Photometric testing of Airfield Lighting	LS	1		
B-122	26-55-90	Pavement Block-out for L-868B base Can	EA	45		
B-123	26-55-92	Calibrate and update Runway Guard Light Monitoring and Control System	LS	1		
B-124	26-56-95	ALRCS System Upgrades	LS	1		
<b>TOTAL BASE UNIT PRICES</b>					\$ _____	

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**C. EXTRA UNIT PRICE TABLE:**

Item No.	Spec Ref.	Extra Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
C-1	01-59-01	Radios for Monitoring ATCT Communications	LS	1		
C-2	02221	Remove and Dispose 18" RCP Storm Sewer	LF	100		
C-3	02221	Remove and Dispose 30" RCP Storm Sewer	LF	100		
C-4	P-620	White Painted Pavement Marking with Glass Beads (Permanent)	SF	1,000		
C-5	P-620	Red Painted Pavement Marking with Glass Beads (Permanent)	SF	1,000		
C-6	P-610	Subbase Preparation and 4" – 6" Reinforced Concrete Seal Slab	SY	175		
<u>TOTAL EXTRA UNIT PRICES</u>					\$ _____	

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**D. CONTRACTOR INCENTIVE/BONUS TABLE:**

Contractor Incentive/Bonus No.	Spec Ref.	Contractor Incentive/Bonus Short Title	Contractor Incentive/Bonus in figures (1)
D-1	00800	Clean Air Incentive	\$300,000.00
<u>TOTAL CONTRACTOR INCENTIVE/BONUS</u>			\$300,000.00

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**E. CASH ALLOWANCE TABLE:**

Cash Allowance No.	Spec Ref.	Cash Allowance Short Title	Cash Allowance in figures (1)
E-1	01210	Cash Allowances	\$1,000,000.00
<u>TOTAL CASH ALLOWANCES</u>			\$1,000,000.00

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**F. ALTERNATES TABLE:**

Item No.	Spec Ref.	Alternate Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total Price for Alternate in figures
<u>TOTAL ALTERNATES</u>					\$	NA

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**G. TOTAL BID PRICE:** \$ \_\_\_\_\_  
(Add Totals for Stipulated Price, Base Unit Price, Extra Unit Price, Cash Allowance, and All Alternates, if any)

**2.0 SIGNATURES:** By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Total Bid Price.

Bidder: \_\_\_\_\_  
(Print or type full name of your proprietorship, partnership, corporation, or joint venture.\*)

\*\* By: \_\_\_\_\_  
Signature Date

Name: \_\_\_\_\_  
(Print or type name) Title

Address: \_\_\_\_\_  
(Mailing)  
\_\_\_\_\_  
(Street, if different)

Telephone and Fax Number: \_\_\_\_\_  
(Print or type numbers)

- \* If Bid is a joint venture, add additional Bid Form signature sheets for each member of the joint venture.
- \*\* Bidder certifies that the only person or parties interested in this offer as principals are those named above. Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding.

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

Footnotes for Tables B through E:

- (1) Fixed Unit Price determined prior to Bid. Cannot be adjusted by the Bidder.
- (2) Minimum Bid Price determined prior to Bid. Can be increased by the Bidder, but not decreased, by crossing out the Minimum and inserting revised price on the line above. **Cannot** be decreased by the Bidder.
- (3) Maximum Bid Price determined prior to Bid. Can be decreased by the Bidder, but not increased, by crossing out the Maximum and inserting revised price on the line above. A Bid that increases the Maximum Bid Price may be found non-conforming and non-responsive. **Cannot** be increased by the Bidder.
- (4) Fixed Range Bid Price determined prior to Bid. Unit Price can be adjusted by Bidder to any amount within the range defined by crossing out prices noted and noting revised price on the line above.



- E. Designations of Subcontractors and Suppliers, who have been selected by Bidder in its Participation Plan, and accepted by the City, may be changed only with prior notice and acceptance by the Monitoring Authority as provided in Document 00808 - Minority and Women-owned Business Enterprise (MWBE), Persons with Disabilities Business Enterprise (PDBE) and Small Business Enterprise (SBE) Program or Document 00807 – Bidder Contractor Requirements for DBE Program for AIP Funded Projects.

5.0 FAILURE OF BIDDER TO COMPLY WITH REQUIREMENTS

- A. Should Bidder, on receipt of Notice of Intent to Award, fail to comply with requirements of this Document 00495 within stated time, the City may declare award in default and require forfeiture of the Security Deposit.
- B. After the City's written notice of default to Low Bidder, the City may award the Contract to Bidder whose offer is the next lowest bid, and Security Deposit of Bidder in default shall be forfeited to the City in accordance with provisions of Document 00200 - Instructions to Bidders.

6.0 NOTICE TO PROCEED

- A. Upon the City's execution of the Agreement and delivery to Contractor, SCM will give Document 00551 - Notice to Proceed to Contractor, ~~which establishes Date of Commencement of the Work.~~ The Date of Commencement of the Work and Contract Time will start on the date the City notifies the Contractor that all contract required Contractor submittals have been approved.

END OF DOCUMENT

Section 01210

CASH ALLOWANCES

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. City's allowances, allocated to the items of work listed or as directed.
- B. See Section 00700 – General Conditions, Paragraph 3.11 for costs included and excluded from cash allowance values listed in 1.02 below.
- C. Follow Section 01255 – Modification Procedures for processing allowance expenditures. Cash Allowance sums remaining at Final Completion belong to the City, creditable by Change Order.

1.02 SCHEDULE OF CASH ALLOWANCES (TOTAL \$1,000,000.00)

- A. Allowance Item 1 – ~~Regulatory Agency Permit Fees Building Permit.~~
- B. Allowance Item 2 – ~~Contaminated Material Handling Electrical Service.~~
- C. Allowance Item 3 – ~~Flagger and Barricades Associated with Phasing Communications Service.~~
- D. Allowance Item 4 – ~~Fuel Vent Relocation/Replacement Gas Service.~~
- E. Allowance Item 5 – ~~Work for Replacement of Defective City-Furnished Products Standing Contracts.~~
- F. Allowance Item 6 – ~~Implementing new 2017 TCEQ Regulations during Project Construction Work for replacement of defective City-furnished products.~~
- G. Allowance Item 7 – Existing Utility Line Relocation, Abandonment, or Removal
- H. Allowance Item 8 – Site Condition Specific Safety Conditions
- I. Allowance Item 9 – Airfield Safety Controls Allowance
- J. Allowance Item 10 – Product and New Material Testing
- K. Allowance Item 11 – Additional Striping / Repairs as required by Airport Operations

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

## **PAYMENT PROCEDURES**

(revised 11/13/2019)

of the American Institute of Architects Document G702 including G703 continuation sheets.

### 1.09 PAYMENT FOR MOBILIZATION WORK

- A. Measurement for mobilization is on a lump sum basis if included as a unit price in Section 00410 – Bid Form.
- B. Mobilization payments shall be made in accordance with FAA General Provision Section 105, paid upon application by Contractor subject to:
  - ~~1. Authorization for payment of 50 percent of the contract price for mobilization will be made upon receipt and approval by City Engineer of the following submittal items, as applicable:~~
    - ~~a) Schedule of values.~~
    - ~~b) Trench safety program.~~
    - ~~c) Construction schedule.~~
    - ~~d) Photographs.~~
    - ~~e) Submit QC Program.~~
- C. ~~Not used. Authorization for payment of the remaining 50 percent of the Contract Price for mobilization will be made upon completion of Work amounting to 5 percent of the Contract Price less the mobilization unit price.~~
- D. Mobilization payments are subject to retainage amounts stipulated in the Section 00700 – General Conditions.

### 1.10 FINAL PAYMENT

- A. When Contractor considers the Work is complete, submit written certification that:
  - 1. Work is fully inspected by the Contractor for compliance with Contract Documents.
  - 2. Work follows the Contract Documents, and deficiencies noted on the Punch List are corrected.
  - 3. Products are tested, demonstrated and operational.
  - 4. Work is complete and ready for final inspection.
- B. In addition to submittals required by Section 00700 – General Conditions and other Sections:
  - 1. Furnish submittals required by governing authorities, such as Certificate of Occupancy and Certificates of Inspection.
  - 2. Submit a final statement of accounting giving total adjusted Contract Price, previous payments, and sum remaining due (final Application for Payment).

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specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection 90-07 titled PAYMENT FOR MATERIALS ON HAND of this section. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection 90-09 titled ACCEPTANCE AND FINAL PAYMENT of this section.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

**90-07 Payment for materials on hand.** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.
- b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his or her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

**90-08 Payment of withheld funds.** ~~See Owner's Documents. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in subsection 90-06 PARTIAL PAYMENTS, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:~~

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~~a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.~~

~~b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.~~

~~c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.~~

~~d. The Contractor shall obtain the written consent of the surety to such agreement.~~

**90-09 Acceptance and final payment.** When the contract work has been accepted in accordance with the requirements of the subsection 50-15 titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection 50-16 titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, and after the Engineer's receipt of the project closeout documentation required in subsection 90-11 Project Closeout, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection 50-16 titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

#### **90-10 Construction warranty.**

**a.** In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

**b.** This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

**c.** The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of:

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.

## Section 105 Mobilization

**105-1 Description.** ~~See Owner's documents.~~ This item shall consist of work and operations, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

**105-1.1 Posted notices.** Prior to commencement of construction activities the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

**105-2 Basis of measurement and payment.** Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by 90-11, the final 10%.

**END OF SECTION 105**

**501-4.6 Mixing concrete.** The concrete may be mixed at the work site, in a central mix plant or in truck mixers. The mixer shall be of an approved type and capacity. Mixing time shall be measured from the time all materials, except water, are emptied into the drum. All concrete shall be mixed and delivered to the site in accordance with the requirements of ASTM C94 except that the minimum required revolutions of mixing for transit mixed concrete may be reduced to not less than that recommended by the mixer manufacturer. The number of revolutions recommended by the mixer manufacturer shall be indicated on the manufacturer's serial plate attached to the mixer. The Contractor shall furnish test data acceptable to the Engineer verifying that the make and model of the mixer will produce uniform concrete conforming to the provisions of ASTM C 94 at the reduced number of revolutions shown on the serial plate.

When mixed at the work site or in a central mixing plant the mixing time shall not be less than 50 seconds nor more than 90 seconds. Mixing time ends when the discharge chute opens. Transfer time in multiple drum mixers is included in mixing time. The contents of an individual mixer drum shall be removed before a succeeding batch is emptied therein.

The mixer shall be operated at the drum speed as shown on the manufacturer's nameplate on the approved mixer. Any concrete mixed less than the specified time shall be discarded at the Contractor's expense. The volume of concrete mixed per batch shall not exceed the mixer's nominal capacity in cubic feet (cubic yards), as shown on the manufacturer's standard rating plate on the mixer. An overload up to 10 percent above the mixer's nominal capacity may be permitted provided concrete test data for segregation and uniform consistency are satisfactory and provided no spillage of concrete takes place. The batch shall be charged into the drum so that a portion of the mixing water shall enter in advance of the cement and aggregates. The flow of water shall be uniform, and all water shall be in the drum by the end of the first 15 seconds of the mixing period. The throat of the drum shall be kept free of such accumulations as may restrict the free flow of materials into the drum.

Mixed concrete from the central mixing plant shall be transported in truck mixers, truck agitators, or non-agitating trucks. The elapsed time from the addition of cementitious material to the mix until the concrete is deposited in place at the work site shall not exceed ~~3045~~ minutes when the concrete is hauled in non-agitating trucks, nor 90 minutes when the concrete is hauled in truck mixers or truck agitators. Retempering concrete by adding water or by other means will not be permitted. With transit mixers additional water may be added to the batch materials and additional mixing performed to increase the slump to meet the specified requirements provided the addition of water is performed within 45 minutes after the initial mixing operations and provided the water/cementitious ratio specified in the approved mix design is not exceeded, and approved by the Engineer.

Computerized batch tickets shall be supplied for all concrete.

**501-4.7 Limitations on mixing and placing.** No concrete shall be mixed, placed, or finished when the natural light is insufficient, unless an adequate and approved artificial lighting system is operated.

**a. Cold weather.** Unless authorized in writing by the Engineer, mixing and concreting operations shall be discontinued when a descending air temperature in the shade and away from artificial heat reaches 40°F (4°C) and shall not be resumed until an ascending air temperature in the shade and away from artificial heat reaches 35°F (2°C).

The aggregate shall be free of ice, snow, and frozen lumps before entering the mixer. The temperature of the mixed concrete shall not be less than 50°F (10°C) at the time of placement. Concrete shall not be placed on frozen material nor shall frozen aggregates be used in the concrete.

When concreting is authorized during cold weather, water and/or the aggregates may be heated to not more than 150°F (66°C) prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be arranged to preclude the possible occurrence of overheated areas which might be detrimental to the materials.