 **CITY OF LAMESA**

 **REQUEST FOR PROPOSALS**

 **FOR**

 **CITY WIDE AUDIBLE (SIREN) WARNING SYSTEM**

Proposals for this requirement will be accepted until 3 P.M. on February 15, 2011

 Proposals May be Mailed or Delivered to:

Purchasing Agent

City of Lamesa

Room 6

601 South 1st

Lamesa, Texas 79331

**NO LATE PROPOSALS WILL BE ACCEPTED**

1. **GENERAL INFORMATION**
	1. **Introduction**

The City of Lamesa is pleased to invite you to submit a proposal for a City Wide Warning System specified herein. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures:

This Request For Proposal (RFP) is issued in accordance with State of Texas Local Government Code 252.041. The RFP process is a procurement option allowing the award to be evaluated based on stated criteria. The RFP states the relative importance of all criteria. No other criteria, other than as outlined in the Request for Proposal, will be used.

**1.2 Evaluation**

Upon receipt, the proposal information will be presented to the City Council Members and U.S.D.A., “Grant Project Funds”, participating in the evaluation or contracting process. The proposals will be evaluated by the City Council Members, City Staff and U.S.D.A.

* 1. **Discussion/Negotiation**

Although proposals may be accepted and a contract awarded without discussion with offerors, the City and U.S.D.A. may initiate discussions should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Lamesa, Texas to discuss technical and contractual aspects of the proposal.

**1.4 Best and Final Offer**

The “Best and Final Offer” is an option available to the City under the RFP process allowing one or more offerors to submit a best and final offer. Offerors may be contacted, asking that they submit their best and final offer, which must include the discussed and/or negotiated changes.

**1.5 Award**

Award will be made to the responsive and responsible offeror(s) whose proposal is the most advantageous to the City, taking into consideration all evaluation criteria.

**1.5.1 Late Proposals**

Proposals received after the time specified for receipt of proposals will be destroyed or returned at the offeror’s expense after consultation with the offeror. There are no exceptions to this deadline.

**1.5.2 Preparing a Response**

This RFP contains the instructions governing the proposals; to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. Compliance with the intent of a mandatory requirement will be determined by the Purchasing Office. When imperative language (shall, will, must) appears in any section of the RFP, it is considered to be mandatory.

**1.5.3** Offerors shall promptly notify the City of ambiguity, inconsistency or error, which they may discover upon examination of this RFP.

**1.5.4 Clarification/Interpretation**

Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to the City Manager - three days before the deadline 3:00 P.M. February 15, 2011. All written correspondence must be addressed to:

City of Lamesa, Office of Purchasing Agent, 601 S.1st Lamesa, Texas 79331 and fax : 806-872-4341**.**

**1.5.5 Format for Inquiries**

Each offeror submitting written questions must clearly address each question by reference to a specific section, pay and item of this RFP. An official written answer will be provided to all questions received. Verbal responses shall not be considered binding.

**1.5.6 Interpretation**

Any interpretation, corrections, or change of this RFP will be made by written Addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections, or changes.

The City of Lamesa, City Manager, will issue any necessary Addenda.

A point-by-point response to all numbered sections, subsections, paragraphs, subparagraphs, and appendices must be submitted by each offeror in order to be considered for selection.

**1.6 Proposal Organization and Submission**

Offerors must organize proposals into sections following the format of this RFP, with tabs separating each section. If no exception, explanation, or clarification is required in the offeror’s response to a specific subsection, the offeror shall indicate so in the point-by-point response with the following:

“(Offeror’s Name)”, understands and will comply

**1.6.1 Offer Pricing**

Offerors must respond to this RFP by utilizing the RFP Cost Summary Sheet(s) attached to the RFP. These cost sheets will be used as the primary representation of each offeror’s cost, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror’s cost.

Proposal should be complete to the degree that all of the information sought by this RFP is supplied in the order requested.

**1.6.2 Alternate Proposals**

Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

**1.6.3 Submitting a Sealed Proposal**

Offerors must submit one original and three (3) copies to the purchasing agent. Sealed Proposals must be received by the date prior to the time stated on the face of the Request for Proposal Cover Page, local time. Sealed Proposals received after this time will not be accepted for consideration. Facsimile copies are not acceptable unless submitted through a third party who delivers the proposal in a sealed envelope to the designed delivery point by the prescribed date and time. The envelope shall be clearly marked “ Proposal Enclosed” Audible (Siren) Warning System.

**1.6.3.1** Each Offeror who submits a proposal represents that:

(a) The proposal is based upon an understanding of the specifications and requirements described in this RFP.

**(b)** Costs for developing and delivering responses to the RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the offeror. The City is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.

**(c)** All materials submitted in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and offeror resulting from the RFP process.

**1.6.4** The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.

**1.6.5** A proposal may not be modified, withdrawn or canceled by the offeror for a 180-day (this number can be changed) period following the deadline for proposal submission, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

**1.7 Rights Reserved**

While the City has every intention to award a contract as a result of this RFP and with an approval from the U.S.D.A, the issuance of the RFP in no way constitutes a commitment by the City of Lamesa to award a contract. Upon a determination such actions would be in its best interests, the City in its sole discretion reserves the right to:

1. Waive any formality;
2. Cancel or terminate the RFP;
3. reject any or all proposal received in response to this document;
4. waive an undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal, not award, or if awarded, terminate any contract if the City determines adequate City funds are not available.

**1.8 Offeror Interview/ Product Demonstration**

After receipt of all proposals and prior to the determination of the award, respondents may be required to make an oral presentation and product demonstration in Lamesa, Texas to clarify their response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the offeror’s expense.

**1.8.1 Subcontracting**

**a)** The successful offeror will be the Prime Contractor and shall be responsible, in total, for all work of subcontractors. All subcontractors must be listed in the proposal. The City reserves the right to approve all subcontractors.

**b)** The contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

**1.9 Insurance requirements**

See Exhibit B

**1.10 Contractor’s Responsibilities**

The successful offeror shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The offeror shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupation Safety and Health Administration.

**1.11 Offeror Competition**

The City encourages free and open competition among offerors. Whenever possible, specifications, proposal requests, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the City’s need to procure technically sound, cost-effective services.

The offeror’s signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion of other eligible offerors and without effort to preclude the City of Lamesa from obtaining the best possible price.

**1.12 Contract Provisions and Terms**

**Contract Execution**

The City will execute a contract with the successful offeror(s). The City requires that the RFP and the terms and conditions attached to it, the offeror’s response, the best and final offer (if required), and any formal addenda to the RFP be included as part of any contract documents.

**1.12.1 Terms and Conditions**

**This contract is expected to be funded in whole or in part using funds from the American Recovery and Reinvestment Act (ARRA). Section 1605 of the ARA prohibits the use of these funds unless all iron, steel, and manufactured goods are produced in the United States. All iron and steel manufacturing processes must take place in the United States, except for metallurgical processes involving refinement of steel additives. There is no requirement for the origin of components and subcomponents of manufactured goods. Products listed at 48 CFR 25.104 (a) have been determined to be unavailable in the United States and if required for the project may be purchased from foreign sources. No unauthorized use of foreign iron, steel, and/or manufactured goods will be allowed on this project.**

Contract that will be executed by the successful offeror and the City is found in Appendix A.

**1.12.2 Exceptions to Contract Terms & Conditions**

Offerors should notify the City of any terms within the sample contract that either precludes them from responding to the RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written inquires.

**1.12.3 Proposal Waivers:**

**1.12.3 Wavier of Attorney Fees:** By submitting a proposal, each proposor agrees to waive and does hereby waive any claim the proposor has or may have against the City of Lamesa, Texas, and the City’s respective employees and representatives for the award of Attorney’s fees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; wavier of any requirements under the bid documents; or the contract documents; acceptance or rejection of any proposals; and award of the contract. By submitting a proposal, the proposor specifically waive any right to recover or be paid attorney’s fees from the City of Lamesa, Texas, or any of the City’s employees and representative’s under any provisions of the provisions of the Texas Uniform Declaratory Judgments Act ( Texas Civil Practice and Remedies Code, Section 37.001 et. Seq., as amended).

The proposor agrees that this is the intentional relinquishment of a known right.

By execution and submission of this proposal, the proposor hereby represents and warrants to the City of Lamesa that the proposor has read and understands the Bid Documents and the Contract Documents and this proposal is made in accordance with the Bid Documents. Bidder acknowledges that it understands all terms within the proposal Documents which include the waiver provisions, and that it had the right to consult with counsel regarding all of the above documents.

**1.12.3.2 Wavier**

By submitting a proposal, each proposor agrees to and does hereby waive any claim the proposor has or may have against the City of Lamesa, Texas and the City’s employees, agents and officers, arising out of or in any way connected with the following:

1. The administration, evaluation or recommendation of any proposal;
2. Waiver or deletion of any of the requirements under the Bid Documents or the Contract Documents;
3. Acceptance or rejection of any proposals; and
4. Award of the contract.

By submitting the proposal, the proposor acknowledges that the proposor understands all of the terms of the proposal documents and consents to the proposal process and the possibility of a negative assessment.

By submitting a proposal, the proposor acknowledges and agrees that there was and is no disparity of bargaining power between the proposor and the City of Lamesa, Texas.

The proposor agrees that this is the intentional relinquishment of the above listed rights.

By Signing below, your company agrees to the above waiver(s). If this form is not signed and included with your proposal documents your proposal will be considered non-responsive and will be rejected.

1. **STATEMENT OF WORK**

The City of Lamesa is considering proposals based on two type of technology, mechanical sirens and electronic sirens, both controlled either by the Lamesa Fire Department’s motorola radio system, or a computer console. Must be 100% FEMA and U.S.D.A. compliant. Where possible, Proposers should include a proposal for each type of system.

**2.1 Equipment**

**2.1.1 General**

2.1.1.1. All equipment for each unit shall be protected from “invasion” by birds, rodents, insects or other pests.

2.1.1.2 Parts for repair and maintenance shall be available for the life of the unit.

2.1.1.3. All metal surfaces shall be properly protected with appropriate weather and rust resistant coatings where corrosion resistant materials are not used in their construction (i.e. aluminum, stainless steel).

2.1.1.4. All equipment shall be capable of operation in temperatures ranging from -22° F to 140 °F. If necessary the battery cabinet shall include a heating device to maintain the proper standby and operational temperatures during cold months.

2.1.1.5. Each unit shall be mounted at a location that provides the maximum warning signal.

2.1.1.6. When mounted on poles they shall be mounted on Class III wood poles or better at a height that maximizes the warning signal.

2.1.1.6.1 Height limitation imposed by FAA regulations may need to be observed in and around these areas, depending upon exact location.

2.1.1.7. Poles and equipment shall be designed to withstand West Texas weather including blowing sand and dust, rain, high winds of up to 100 miles per hour and humidity range of 0 to 100% with no detrimental effects to the any component.

**2.1.2. Sirens**

**2.1.2.1. Sounds pressure at ground level shall not exceed FEMA or OSHA levels.**

**2.1.2.2. Sirens shall not produce potentially hazardous ultrasonic signals. Certification to that end shall be supplied with the proposal.**

**2.1.2.3. Operation instructions, either a manual or a laminated sheet attached to the inside of the cabinet doors shall be included in each control cabinet.**

**2.1.2.4. Electro-Mechanical**

**2.1.2.4.1.The supplied equipment shall be capable of producing a warning that meets all FEMA and OSHA requirements for Outdoor Warning Systems.**

**2.1.2.4.2 Capable of 3 signals.**

**2.1.2.4.3. Sirens shall be capable of a minimum of 125 db in single tone format at 100 feet on the horizontal plane of the siren.**

**2.1.2.4.3.1. Certification of equipment capability shall be included with the proposal.**

**2.1.2.4.4. System shall be capable of operation on both AC and DC power.**

**2.1.2.4.5. Siren units shall be UL Approved.**

**2.1.2.5. Electronic**

**Electronic sirens shall meet the same specifications as the electro-mechanical sirens except as noted below.**

**2.1.2.5.1. Sirens shall be stationary directional.**

**2.1.2.5.2. Coverage shall be 360° with no appreciable loss of signal in any direction..**

**2.1.2.5.3 Sirens shall be capable of standard warning signals.**

**2.1.2.5.4. Sirens shall be capable of reduced sound levels and performing “silent” tests.**

**2.1.3. Controls**

**2.1.3.1. Central Control**

**2.1.3.1.1. The Central Controller shall consist of a status encoder that is capable of activating each siren site individually, in groups or all at one time.**

**2.1.3.1.2. The Central Control unit may be either a PC or stand alone unit. If a PC is required, the City will supply the computer to the specifications required by the successful proposal. The City will also furnish a printer.**

**2.1.3.1.3. Software should be Windows 9x or XP based that will minimally provide the following functions:**

**2.1.3.1.4.1. Control the entire system.**

**2.1.3.1.4.2. Display a detailed site map.**

**2.1.3.1.4.3. Report siren status, and perform other functions such as activation from the map screen.**

**2.1.3.1.4.4. Program all remote sites.**

**2.1.3.1.4.5. Provide status reports on remote sites.**

**2.1.3.1.5. If an interface device is require, the proposal shall provide a description and cost.**

**2.1.3.1.5.1. Such a device shall act as a stand alone activation control if the computer fails.**

**2.1.3.1.6. The control system shall be bi-directional, capable of receiving data from the remote sites and performing automated diagnostics on each site as well as receiving status information from the remote sites during tests or emergency activation.**

**2.1.3.2. Remote Station Controls:**

**2.1.3.2.1. Each remote site shall have a controller capable of bi-directional communication.**

**2.1.3.2.2. Local, or remote, controller shall be programmable for signal length, timing and zone configuration.**

**2.1.3.2.3. The local controller shall be capable of reporting loss of power, Motor and Rotator Motor Current (electro-Mechanical units), back-up power condition or cabinet intrusion.**

**2.1.3.2.4. Communication between the Control Unit and Remote Control Units shall be via radio programmed for this application (see par. 2.1.1.2.1.3.-Radop Equipment)**

**2.1.4.3. Power Back-up System**

**2.1.4.2.1. Each unit shall be supplied with a power back-up system that will supply power during an outage of main power or during periods where power drops (brownouts) occur.**

**2.1.4.2.2. At a minimum the backup system shall include a battery and a charger.**

**2.1.4.2.3. The charger shall be capable of complete recharge of the battery in 12 hours or less.**

**2.1.4.2.4. Each unit shall be capable of operating with loss of main power, on the backup system at full power for a minimum of fifteen (15) minutes, or a time sufficient to meet FEMA guidelines for any circumstance, whichever is greater.**

**2.1.4.3. Radio Equipment**

**2.1.4.3.1. The City of Lamesa uses VHF conventional radio system manufactured by Motorola. The system shall be compatible with the City’s system. “ Two Tone Paging System”**

**2.1.4.4. Control Cabinet for pole, wall or other exterior locations:**

**2.1.4.4.1. The cabinet used to house the siren controls, power back-up system, radio, etc. at each location shall be suitable for outdoor installation and comply with NEMA type 4 enclosures. Each enclosure shall have a locking device.**

**2.1.4.4.1.1. All cabinets shall be keyed the same.**

**2.1.4.4.2. Batteries shall be located in a separate NEMA 3 cabinet from the other controls to prevent electrolysis or other corrosion.**

**2.1.4.4.2.1 The cabinet shall be vented to prevent battery gasses from accumulating.**

**2.1.4.4.2.2. Vents shall have a screen or other device to prevent insects, birds, rodents or other pests from gaining entry into the cabinet.**

**2.1.4.4.2.3. These shall also have a locking device with the same keying as the control cabinets.**

**2.1.4.4.3. All wiring and cable shall be enclosed in suitable conduit to protect them from the elements.**

**2.2 Warranty**

**The system, including all electro-mechanical siren equipment shall be warranted for a minimum of five years from the date of acceptance.**

**2.2.1. Cost Summary**

**2.2.1.1. All direct and incidental costs shall be included in the total cost of the proposal.**

**2.2.1.2. The costs for the system shall be structured as follows:**

**2.2.1.2.1. A Turnkey installation including power to each unit with the following deducts/adds:**

**2.2.1.2.1.1. Complete pole installation including power.\*\***

**2.2.1.2.1.2. Pole and installation per unit\***

**2.2.1.2.1.3. Radio equipment for each unit\***

**2.2.1.2.1.4. Radio equipment installation for each unit\***

**2.2.1.2.1.5. Power backup, battery and charger per unit\***

**2.2.1.2.1.6. Cost for warning device and control cabinet and Installation, includes all hookup to radio, backup system etc. not included elsewhere, per unit\***

**2.2.1.2.1.7. Power delivery to the equipment**

**2.2.1.2.1.8. Cost for a solar power unit in leu of supplied electric power**

**2.2.1.2.1.9 Cost for the Central Activation Equipment**

**2.2.1.2.1.10. Cost for Central Activation Control Software**

**2.2.1.2.1.11. Cost for maintenance of the software maintenance contract per unit per year following the original warranty.**

**2.2.1.2.1.12. Cost for equipment maintenance contract per unit per year following the original warranty.**

**\*Unit is defined as a complete installation of the warning system at a single site. Each price shall include freight. All freight shall be FOB destination.**

1. **NARRATIVE**

**3.1. Unauthorized Access**

**How do you intend to protect against unauthorized access to the system?**

**3.2. Integration into Dispatch System**

**Can the proposed system be integrated /networked into the dispatch consoles in the dispatch center so the system can be activitated from any one of them?**

**3.3. System Functions**

**List all of the functions, including diagnostics and feedback capabilities, that the system can perform including those mentioned as being required.**

**3.4. Demo**

**Is there demo software available that demonstrates the functionality, graphical interface, map overlays and reporting capabilities of the software.**

**3.5. Site Survey**

**How many units will be required to cover the City of Lamesa ? Provide a coverage map indicating positions and list of sites by specific address. (Contact City Engineer, to obtain Maps if needed. A map is available at the City web site:** [**www.ci.lamesa.tx.us**](http://www.ci.lamesa.tx.us)**).**

**3.6. Poles**

**What type of poles do you propose to use?**

**What is the proposed overall length and height of the poles?**

**Will there be any that will require FAA approval due to proximity of the airport?**

**3.7. Litigation**

**Has your company been involved in any litigation relating to the installation and/or operation of systems previously installed? Please elaborate if there are any.**

**3.8. Implementation**

**3.8.1. Scheduling and implementation**

**3.8.1.1.Describe how you will install and implement the system.**

**3.8.1.2. Provide a milestone schedule showing how you intend to carry out the installation and complete by .**

**3.9. Warning stations**

**3.9.1 Siren Brand: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**3.9.2. Siren Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**3.9.3. Sound Level at 100’: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**3.9.4. Sound pressure at ground level: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**3.9.5. Rotation Speed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**3.9.6. Number of Siren annunciators for non-rotating: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**3.9.7. Number of years that parts are guaranteed to be available: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**3.9.8. What model \_\_\_\_\_\_\_ Electronics radio will be required? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**3.9.9. Describe the PC/Encoder interface device if required:**

**3.10 Training and start up**

**3.10.1 How many days of on site training is included for:**

**3.10.1.1. Operators:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**3.10.1.2 Maintenance Personnel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**3.10.1.3. Number of on-site technicians for training and implementation: \_\_\_\_\_\_\_\_\_\_\_\_**

**3.10.1.4. Cost per day technician if startup exceeds above:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**4. VENDOR CAPABILITIES**

**4.1. Information Verification**

**The City may make such investigations as deemed necessary to determine the ability of the offeror to supply the products and perform the services specified.**

**4.1.1 Right to reject**

**The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the City that offeror is properly qualified to carry out the obligations of the contract.**

**4.1.2. Vendor Capabilities**

**In determining the capabilities of any offeror to perform the services specified herin, the following informational requirements must be met by the offeror and will be weighed by the city. (Note: each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal):**

**4.1.2.1. References**

**Offeror shall provide a minimum of three (3) references that are using services of the type proposed in this RFP. The references should fall within the categories identified below. At a minimum, the offeror shall provide the entity name, the location where the services were provided, contact person(s), contact, telephone number, a complete description of the system type, and dates the systems were installed. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offerors to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.**

**4.1.2.2. These references should include city or county government and universities where the offeror, preferably within the last five (5) years, has successfully completed and audible warning system.**

**4.1.3 Project Management**

**4.1.3.1 Submit a resume of the individual(s) who will act as the project manager and project s supervisor.**

**5. EVALUATION CRITERIA**

**5.1. Evaluation Criteria**

|  |  |  |
| --- | --- | --- |
|  | **Category** | **Point Value** |
| 5.1.2.1. Company Service Qualifications 15 points |
|  5.1.2.1.1**.** | **References** |  **5** |
|  5.1.2.1.2**.** | **Years in business** |  **5** |
|  5.1.2.1.3. | **Project Management** |  **5** |
|  **5.1.2.1.4.** | **Implementation Plan** |  **5** |
|  **5.1.2.1.5.** | **Training Requirements** |  **5** |
|  **5.1.2.1.6.** | **Organization** |  **5** |
| **5.1.2.2. Technical Abilities 10 points** |  **5** |
|  **5.1.2.2.1.** | **Compatibility with City system** |  **5** |
|  **5.1.2.2.2.** | **User friendly system** |  **5** |
| **5.1.2.3.** | **Cost Analysis 40 points** |

**COST OF SUMMARY**

**All costs below shall be inclusive of all labor and miscellaneous parts required to install/assemble etc.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Par #** | **Description** | **Cost** | **Total** |
| 2.2.1.2.1 | Turnkey Contract Cost | $ | $ |
| 2.2.1.2.1.1 | Complete Installed cost for one remote station (Pole, radio, warning device(s) power, back-up, cabinets, mounting hardware, etc) |  $ |  $ |
| 2.2.1.2.1.2 | Cost per pole, installed with power to it- Metal Pole………………………… Wood Pole……………………….. | $$ |  |
| 2.2.1.2.1.3 | Cost for radio and installation at remote station. | $ | $ |
| 2.2.1.2.1.4 | Cost for radio installation only | $ | $ |
| 2.2.1.2.1.5 | Cost for battery back up system including battery cabinet. | $ | $ |
| 2.2.1.2.1.6 | Cost for warning device and control cabinet and Installation, includes all hookup to radio, backup system etc, not included elsewhere. | $  | $ |
| 2.2.1.2.1.7 | Cost to “power a pole” | $ | $ |
| 2.2.1.2.1.9 | Cost for the Central Activation Unit Equipment. | $ | $ |
| 2.2.1.2.1.10 | Cost for Central Activation Unit Software | $ | $ |
| 2.2.1.2.1.11 | Software Maintenance after warranty period | $ | $ |
| 2.2.1.2.1.12 | Equipment maintenance after warranty period. | $ | $ |
| \*\*2.2.1.2.1.8Optional. | Cost for a solar power unit in leu of supplied electric power. | $ | $ |
|  |  |  |  |
|  | **Other Cost not listed** |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**EXECUTION TO OFFER**

**DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

In compliance with the RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

By executing this offer, Proposer affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Proposer shall be removed from all proposals lists.

By the signature hereon affixed, the Proposer hereby certifies that neither the Proposer or the firm, corporation, or institution represented by the proposer or anyone acting for such firm, corporation, or institution has violated the antitrust laws, nor communicated directly or indirectly the offer being made to any competitor or any other person in such line of business. By signing this offer, Proposer certifies that if a Texas address is shown as the address of the Proposer qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through \_\_\_\_.

PROPOSER/COMPANY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE (INK):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME: (TYPED/PRINTED)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STREET:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY/STATE/ZIP:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_FAX:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-MAIL ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**** **CITY OF LAMESA**

**CONTRACT**

 THIS CONTRACT, entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_, by and between the City of Lamesa, hereinafter referred to as the “Owner”, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “Contractor”, is made for the following considerations:

1. Cost: Total Proposal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars

1.1 Material portion incorporated into the project \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars

1.2 Labor Portion incorporated into the project \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars

1.3 Other costs not incorporated into the project \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars

2. Scope of Work: The Contractor shall perform all work described for City Wide Audible Warning System in the following documents, attached hereto and incorporated herein by reference all legal purposes.

EXHIBIT A ………………………………………………………………………………… Request for Proposal 010-02

Specifications, Cost Summary

EXHIBIT B ……………………………………………………………………………………..….. Insurance requirements

EXHIBIT C ………………………………………………………….. Bonding for Proposals of $25,000 and more

3 . Owner: The words “Owner’s Representative” or “representative” shall mean Fred Vera under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor , or inspector as may be authorized by the Owner to act in any particular under the agreement.

4 . The Owner’s Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. Owner’s representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. Owner’s representative will not be responsible for the Contractor’s failure to perform the work in accordance with the contract.

5 . Contractor: Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials, shall be new and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

 5.1 The Contractor shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor’s performance of the contract, including all environmental laws and regulations, whether state of federal.

 5.2 All work shall be done and all materials furnished in strict conformity with the contract.

6 . All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. The Contractor will not be entitled to any additional compensation therefore unless specifically stated otherwise. Otherwise the term “extra work” as used in this contract shall mean and include all work that may be required by Owner to be done by the Contractor to accomplish any alteration or addition to the work as shown on the Specifications.

 6.1 Contractor shall perform all extra work under the direction of the Owner’s Representative when presented with a written work order signed by the Owner’s Representative, subject, however, to the right of the Contractor to require written confirmation of such extra work order by the Owner. Payment for extra work shall be as agreed in the work order.

7 . The Contractor shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the “Manual of Accident Prevention in Construction” of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations. The contractor shall indemnify and hold harmless and defend the owner and all of the owner’s officers, agents and employees from all suits, actions, claims, damages, personal injury, losses, property damage and expenses of any character whatsoever, including attorney’s fees brought for or on account of any injuries or damages received or sustained by any person or persons or property, on account of any negligent act of the contractor, their agents or employees, or any subcontractor, in the execution, supervision and operations growing out of or in any way connected with the performance of this contract, and contractor will be required to pay any judgment with costs which may be obtained against the owner or any of its officers, agents or employees, including attorney’s fees.

 7.1. the contractor shall indemnify and hold harmless and defend the owner and all of the owner’s officers, agents and employees from all suits, actions claims damages, personal injuries, accidental death, property damage, losses, and expenses of any character whatsoever including attorney’s fees, brought for or on account of any injuries or damages received or sustained by any person or persons or property, on account of any negligent act of the owner, the owner’s officers, agents and employees, whether such negligent act was the sole proximate cause of the injury or damage or approximate cause jointly and concurrently with the contractor or the contractor’s employees, agents or subcontractors negligence in the execution, supervision and operations growing out of or in any way connected with the performance of this contract, and contractor will be required to pay any judgment with costs which may be obtained against the owner or any of its officers, agents or employees, including attorney fees.

 7.2. the contractor agrees that he will indemnify and save the owner harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, all supplies, including commissary incurred in the furtherance of the performance of this contract. When owner so desires, the contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. the contractor, its sureties and insurance carriers shall defend, indemnify and save harmless the owner and all of its officers, agents and employees from all suits, actions, or claims of any character whatsoever, brought for or on account of any injuries or damages received or sustained by any person or persons or property, arising from any act of the contractor or any subcontractor, their agents or employees, in the execution and supervision of this contract, and will be required to pay any judgment with costs which may be obtained against the Owner or any of its officers, agents, or employees including attorney’s fees.

 7.3. The Contractor Hereby waives all rights to any attorney’s fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this agreement.

8 . The Contractor shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later then \_\_\_\_\_\_\_\_, 20 \_\_\_\_.

 8.1 TIME IS OF THE ESSENCE IN THIS CONTRACT.

9 . Contractor shall promptly remove from Owner’s premises all materials condemned by the Owner’s Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and Contractor shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. Contractor shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Contractor does not remove and replace any such condemned materials within a reasonable time after a written notice by the Owner, Owner may remove and replace such at Contractor’s expense.

10 . Neither the final payment nor any provision in this contract shall relieve the Contractor of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. The Owner shall give notice of observed defects with reasonable promptness.

11 . The Owner may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

 11.1 Defective work not remedied; or

 11.2 Claims filed or reasonable evidence indicating possible filing of claims; or

 11.3 Failure of the Contractor to make payments promptly to subcontractors or for material or labor which the Owner may pay as an agent for the Contractor, or

 11.4 Damages to another contractor or subcontractor.

 When the above grounds to withhold payment are removed, or the Contractor provides surety bond satisfactory to the Owner, which will protect the Owner in the amount withheld, payment shall be released.

12. Wage Determinations: Before bidding, the Contracting Officer shall download the applicable Department of Labor (DOL) Davis-Bacon Wage Determination from the work from the DOL website at [www.wdol.gov/dba/aspx#0](http://www.wdol.gov/dba/aspx#0). The general wage determination must be added to bid document by the Contracting Officer. If no wage determination is in effect, procedures of 1940-C for requesting a project wage determination from the DOL will be followed. (See \_ 1940-C 1940.1049(b) (2)).) If the DOL revises a Wage Determination prior to bid opening, then a bid addendum must be issued to notify bidders of the change. If a contract award is not issued within 90 days of bid opening, then any revised wage determinations will apply to the contract. Once a contract is awarded, the wage determination in effect does not change for the life of the contract. Wages from the DOL Wage Determinations are the minimums that may be paid by the contractor performing the work.

 (a) **Construction Contract Provisions:** The contractor must comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of the **Davis-Bacon and Related Acts**. Labor standards provisions from 29 CFR 5.5 (a) must be included in every contract. (See ([www.dol.gov/whd/regs/complance/posters/davis.htm](http://www.dol.gov/whd/regs/complance/posters/davis.htm) )  **(Refer to Exhibit D)**

 (b) **Supplemental General Conditions:** This contract is funded in whole or in part using funds from the American Recovery and Reinvestment Act (ARRA). Section 1605 of the ARRA prohibits the use of these funds unless all iron, steel, and manufactured goods are produced in the United States. All iron and steel manufacturing processes must take place in the United States, except for metallurgical processes involving refinement of steel additives. There is no requirement for the origin of components and subcomponents of manufactured goods. Product listed at 48 CFR 25.104 (a) have been determined to be unavailable in the United States and if required for the project may be purchased from foreign sources. No unauthorized use of foreign iron, steel, and/or manufactured goods will be allowed on this project.

13. Assignment: This contract may not be assigned in any way without the specific, written consent of the Owner.

14. Payment: After all work is completed by the Contractor, and the Owner has inspected and approved the work, the Owner shall within thirty-one(31) days thereafter issue payment to the Contractor in the amount of the amount of the contract and subsequent verified Change Orders. The Owner shall be final judge of when work is completed by the Contractor. The Owner shall not make periodic payments to the Contractor, but shall make payment pursuant to this paragraph only after all work is completed by the Contractor.

 14.1 For contracts exceeding $25,000 and construction time exceeds ninety days, request for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner’s Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 90% of the total contract amount.

15. Governing Law & Venue: This agreement shall be governed and construed in accordance with the laws of the State of Texas, Venue for any disputes or lawsuits arising from the performance of this contract shall be in Dawson County, Texas. The parties agree that all performance under this contract shall take place in Dawson County, Texas. The Contractor and Owner agree that all payments made under this contract shall take place in Dawson County, Texas.

 The obligations and undertakings of each of the parties to this contract shall be performed in Dawson County, Texas.

16. Waiver of Attorney Fees: By executing this Contract, contractor agrees to waive and does hereby waive any claim it has or may have against the city of lamesa, texas, regarding the award of attorney’s fees, which are in any way related to the contract, or the construction, interpretation or breach of the contract. the contractor specifically agrees that if the contractor brings or commences any legal action or proceeding related to this contract, the construction, interpretation, validity or breach of this contract, including but not limited to any action pursuant to the provisions of the texas uniform declaration judgments act (texas civil practice and remedies code section 37.001, et. seq., as amended) the contractor agrees to waive and relinquish any and all rights to the recovery of attorney’s fees to which contractor as the prevailing party might otherwise be entitled.

 The Contractor agrees that this is the intentional relinquishment of a known right. The Contract acknowledges that it understands all terms and conditions of the Contract.

 By execution of the Contract, the Contractor hereby represents and warrants to the City of Lamesa, Texas, the Contractor has read and understood the Contract.

17. Sovereign Immunity: By executing this contract the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

 THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

Department of Facilities & Fleet CONTRACTOR

 Management

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER, City of Lamesa APPROVED AS TO FORM:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT B**

**Insurance Requirements**

**Public Works Contracts**

1. The Contractor shall procure and carry at his sole cost and expense throughout the term of this contract, insurance protection as hereinafter specified in paragraph 1.1, 1.2 and 1.3. Such insurance shall be carried with an insurance company licensed to transact business in the State of Texas and shall cover all operations in connection with this contract, whether performed by the Contractor or a subcontractor, or separate policies shall be provided covering the operation of each subcontractor. In addition, each of the policies required below shall have the following endorsement: *All right of subrogation under this contract is hereby waived by the insurer with respect to claims against the City of Lamesa, its agent, employees, and officers.*
	1. Workmen’s Compensation and Employer’s Liability Insurance as required by State statute covering all employees on a work site whether employed by the Contractor or any Subcontractor on the job:

1.1.1 Definitions:

1.1.1.1 Certification 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 worker’s compensation insurance coverage for the person’s or entity’s providing services on a project, for the duration of the project.

1.1.1.2 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.

1.1.1.3 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 – operator, 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 asfood/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.1.2 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 401.11(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.1.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contact.

1.1.4 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 governmental entity showing that coverage has been extended.

1.1.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.1.5.1 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; and

1.1.5.2 no later than seven 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.

1.1.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

1.1.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 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.

1.1.8 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.

1.1.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1.1.9.1 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) of all of its employees providing services on the project, for the duration of the project.

1.1.9.2 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 this project.

1.1.9.3 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.

1.1.9.4 obtain from each other person with whom it contracts, and provide to the contractor:

1.1.9.4.1 a certificate of coverage, prior to the other person beginning work on the project, and

1.1.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

1.1.9.4.3 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

1.1.9.4.4 notify the governmental entity in writing by certified mail orpersonal delivery, within 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

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

1.1.10 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.

1.1.11 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 days after receipt of notice of breach from the governmental entity.

1.2 The Contractor shall obtain an Owner’s and Contractor’s Protective or Contingent Public Liability Insurance policy naming the City of Lamesa as an additional insured and the amount of such policy shall be $250,000 for bodily injuries, including accidental death, to any one person, but limited to $500,00 per occurrence, and $1,000,000 for property damage.

1.3 The Contractor shall obtain an Automobile Liability policy naming the City of Lamesa as an additional insured and the amount of such policy shall be minimum of $250,000 covering any vehicle used for the execution of the work (e.g. any owned, hired or non-owned autos)

**IMPORTANT NOTICE**

If for any reason your insurance agency or provider cannot supply the endorsements on the certificate EXACTLY as shown on the included example, a letter from the provider shall be included with the certificate with those reasons stated.

EXHIBIT C

**Bonding Requirements**

The successful bidder shall be required to furnish a Performance & Payment bond for bids in excess of $25,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Lamesa, Texas. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, bank money order, issued by a bank satisfactory to the Owner, or a bidder’s bond on the form provided, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the owner, must accompany the bidder’s proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Lamesa as Obligee.

**BID BOND**

THE STATE OF TEXAS §

 SURETY NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF DAWSON §

 KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(hereinafter called the Principal), as Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(hereinafter called Surety), as Surety, are held and firmly bound unto the City of Lamesa, Texas a home rule municipal corporation of Dawson County, Texas, (hereinafter called the Obligee), in the amount of Five (5%) Percent of the Greatest Amount Bid-------- DOLLARS, ($\_\_\_\_\_\_\_\_\_\_), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firm by these presents.

 WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the oblige \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect

 IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid anytime after such Bid is opened and before official rejection to such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

 PROVIDED, further that if any legal action be filed upon this Bond venue shall lie in Dawson County, Texas.

 IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Principal Surety

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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APPROVED AS TO FORM:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

**PERFORMANCE BOND**

STATE OF TEXAS §

 SURETY’S NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF LAMESA §

 KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter called the principal(s))< as principal(s), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter called the Surety(s))< as Surety(s), are held and firmly bound unto the City of Lamesa, Texas, a home ruled municipal corporation of Dawson County, Texas, (hereinafter called the Obligee), the amount of\_\_\_\_\_\_\_\_\_\_\_\_\_DOLLARS ,($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_, to furnish and deliver the following equipment:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SPECIFICALLY including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fuly and to the same extent as if copied at length herein, as well as the Principals primary obligation to perform according to plans and specifications.

 NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidders, general and special conditions and other contract documents, including any addendums thereto, then this obligation shall be void; otherwise to remain in full force and effect

 PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Dawson County, State of Texas.

 Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise effect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of this contract, assignment thereof, or to the work to be performed thereunder.

 IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Principal Surety

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City Attorney

NOTE: ATTACH POWER OF ATTORNEY

PAYMENT BOND

STATE OF TEXAS § SURETY’S NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 §

COUNTY OF LAMESA §

 KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Of the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

And State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_as Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

( hereinafter called the Surety(s)), as Surety(s), are held and firmly bound unto the City of Lamesa, Texas, a home rule municipal corporation of Dawson County, texas, (hereinafter called the Obligee), in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DOLLARS, ($ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_),

for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

 WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_, to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

 NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

 PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Dawson County, State of Texas.

 Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of this contract, assignment thereof, or to the work to be performed thereunder.

 IN WITNESS THEREOF the said Principal and Surety have signed and sealed this instrument, this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Principal Surety

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPROVED AS TO FORM;

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City Attorney

NOTE: ATTACH POWER OF ATTORNEY

** CITY OF LAMESA**

**REQUEST FOR PROPOSAL**

**CITY WIDE SIREN WARNING SYSTEM**

**The City of Lamesa, Texas is soliciting request for proposals (RFP’s) for a City Wide Audible (Siren) Warning System. A complete copy of the specifications and requirements is available from the City of Lamesa at 601 South 1st, Lamesa, Texas 79331 or the City’s Website at** [**www.ci.lamesa.tx.us**](http://www.ci.lamesa.tx.us) **. The closing date for submission is February 15, 2011 at 3:00 P.M. (local time) All submittals must be clearly marked on the lower right hand side corner with your company name and return address on the envelope with the following. “Proposal Enclosed - City Wide Audible (Siren) Warning System. If you have any further questions contact Fred Vera, City Manager, at 806-872-4321.**

**Also, this contract is expected to be funded in whole or in part using funds from the American Recovery and Reinvestment Act (ARRA). Section 1605 of the ARA prohibits the use of these funds unless all iron, steel, and manufactured goods are produced in the United States. All iron and steel manufacturing processes must take place in the United States, except for metallurgical processes involving refinement of steel additives. There is no requirement for the origin of components and subcomponents of manufactured goods. Products listed at 48 CFR 25.104 (a) have been determined to be unavailable in the United States and if required for the project may be purchased from foreign sources. No unauthorized use of foreign iron, steel, and/or manufactured goods will be allowed on this project.**

**Exhibit D**

General Decision Number: Tx100260 06/04/2010 Tx260

Superseded General Decision Number: Tx20080260

State: Texas

Construction Type: Building

Counties: Borden, Crane and Dawson Counties in Texas.

BUILDING CONTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories)

Modification Number Publication Date

1. 03/12/2010
2. 05/07/2010
3. 06/04/2010

ASBE0066-004 03/01/2010

 Rates Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR …………………………………………………… $ 18.81 8.33

BOIL0531-001 07/01/2008

 Rates Fringes

Boilermaker…………………………………………………….. $26.02 13.66

IRON263-019 06/01/2008

 Rates Fringes

Ironworker, reinforcing and

Structural……………………………………………………… $20.90 4.60

LAB00154-010 05/01/2008

 Rates Fringes

Laborers: (Mason Tender –

Cement/Concrete)---------------------------------- 12.73 3.20

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\*PLUM0629-006 6/01/2010

 Rates Fringes

PLUMBER--------------------------------------------- $21.00 6.25

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SUTX2009-081 04/20/2009

 Rates Fringes

ACOUSTICAL CEILING MECHANIC………………….. $14.50 0.00

BRICKLAYER..………………………………………………… $17.76 0.00

CARPENTER, Including Drywall Hanging

(Excluding Acoustical Ceiling Installation)......... $13.46 0.00

CEMENT MASON/CONCRETE FINISHER…………… $13.27 0.00

ELECTRICIAN ………………………………………………… $15.85 0.00

LABORER: Common or General ………………… $ 8.72 0.00

LABORER: Landscape and Irrigation…………… $ 8.50 0.00

LABORER: Mason Tender – Brick………………… $12.02 0.00

LABORER: Mortar Mixer………………………. $ 9.50 0.00

LATHER…………………………………………………………. $12.00 0.00

OPERATOR:

Backhoe/Excavator/Trackhoe…………………….. $13.75 0.00

OPERATOR: Bulldozer………………………………. $12.80 0.43

OPERATOR: Crane…………………………………… $21.33 0.00

OPERATOR: Forklift…………………………………. $14.58 0.00

OPERATOR: Front End Loader………………… $10.54 0.00

PAINTER: Brush, Roller and Spray……………. $15.80 0.00

PLASTERER………………………………………………… $12.00 0.00

ROOFER………………………………………………………. $15.10 1.29

SHEETMETAL WORKER, Including

HVAC Duct Installation………………………………. $18.00 1.29

TILE SETTER……………………………………………….. $15.00 0.00

TRUCK DRIVER…………………………………………… $11.24 0.35

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

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 (29 CFR 5.5 (a) (1) (ii).

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In the listing above, the “SU” designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions who rates have been determined to be prevailing.

WAGES 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

2.)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

1. 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).

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.

1. 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

1. All decisions by the administrative Review Board are final.

END OF GENERAL DECISION