***THIS SECTION MUST BE EDITED BY PROJECT MANAGER TO MEET SPECIFIC PROJECT NEEDS. NOTE: instruction boxes and notes in blue are hidden and will NOT print in final document.***

**1.1 SCOPE OF WORK**

1. This section describes the Contract in general and provides an overview of the extent of the Work to be performed by the CONTRACTOR. Detailed requirements and extent of Work are stated in the Project Manual and applicable Work Assignments. CONTRACTOR shall, except as otherwise specifically stated herein or in any other applicable part of the Contract Documents, provide and pay for all labor, materials, equipment, tools, construction equipment, and other facilities and services necessary for proper execution, testing, and completion of the Work.
2. Any part or item of the Work which is reasonably implied or normally required to complete the Work Assignments shall be performed by the CONTRACTOR and the expense thereof shall be included in the applicable unit prices or lump sum prices bid for the Work. All miscellaneous appurtenances and other items of Work that are required by the Specifications in order to complete the Work Assignments are considered as having been included in the applicable unit prices or lump sum prices bid for the Work even though these appurtenances and items may not be specifically called for in the Bid Documents.
3. The Work shall include furnishing all tools, labor, materials, equipment, and miscellaneous items necessary for the complete construction of each Work Assignment.
4. The Work of this Contract includes sustainability requirements as shown in the Division 1 Sections 01352 and/or 01505 and all other applicable specification sections. It is the intent of the OWNER to work in partnership with the CONTRACTOR in implementing sustainable construction practices to the greatest extent possible.

**1.2 LOCATION OF PROJECT AND WORK ASSIGNMENT PROCESS**

1. Each Work Assignment will include a specific location. The OWNER will issue a Work Assignment to the CONTRACTOR providing the scope of Work. The Work Assignment will contain a site drawing, estimated quantities, estimated time of completion and a time/date for a site visit. The CONTRACTOR is required to meet the Project Manager at the site within \_\_\_\_ calendar days of the issued Work Assignment.
2. The Work Assignment may include more than one geographical location but within the limits of construction outlined in Section 00020-IDIQ.
3. During the site visit, the CONTRACTOR will confirm the estimated quantities provided by the OWNER and ask for any additional clarifications.  Within \_\_\_\_calendar days after the CONTRACTOR’s questions are answered, the quantities are confirmed and a final site drawing is forwarded to the CONTRACTOR, the CONTRACTOR will complete and submit a signed Work Assignment Form with comfirnation of the Contract Time and a completed Subcontractor Utilization Form. A Work Assignment Form and Subcontractor Utilization Form are attached to this Section 01010-IDIQ.
4. The pricing for each item must be based on the line item pricing in Section 00300U-IDIQ,  Additional items not previously in the Section 00300U-IDIQ must be added to the contract by Change Order in accordance with Sections 00700 and 00810-IDIQ.
5. Once counter-signed by the OWNER, a Work Assignment Form becomes a part of the Contract subject to all terms and conditions of the Contract and shall serve as a Notice to Proceed. The CONTRACTOR is not authorized to perform work until the specific Work Assignment is approved and the Notice to Proceed is issued. Work for each Work Assignment will be authorized under a separate Notice to Proceed. Mobilization must begin within \_\_\_\_calendar days of Notice To Proceed for each Work Assignment.
6. The date that a Work Assignment is signed by the OWNER and delivered to the CONTRACTOR with an accompanying Notice to Proceed will be the commencement date for the purposes of the measurement of Contract Time for that individual Work Assignment. Sample Work Assignment packets are included in the Bid Documents as examples of the Work to be bid.
7. The CONTRACTOR will pay liquidated damages for each consecutive day after the agreed time of completion for each separate Work Assignment unless otherwise adjusted by OWNER. If time of completion cannot be agreed upon, the CONTRACTOR will proceed with the Work Assignment and within \_\_\_\_ calendar days submit a detailed schedule outlining the work items and time of completion for the OWNER’s review. If an agreement still cannot be made, the CONTRACTOR may submit a claim as outlined in Item 16.1 of Section 0700, General Conditions of the Contract.
8. CONTRACTOR may be required to work on up to <\_\_\_> work assignments at a time unless otherwise agreed to in writing by the OWNER. Work must be continuous on each Work Assignment. CONTRACTOR shall work all locations within the scheduled days and hours required in each Work Assignment.
9. The CONTRACTOR will invoice on a monthly basis. The invoice will contain separate payment estimate sheets for each Work Assignment with a roll-up summary outlining the remaining quantities. Upon completion of each Work Assignment the CONTRACTOR will stamp the invoice for that Work Assignment as FINAL and will provide a lien waiver/release for any future changes to that assignment. Retainage for each Work Assignment will be released with Final Payment for the Work Assignment.

**1.3 CONTRACTOR'S RESPONSIBILITIES**

1. Execute all Work, as defined in each Work Assignment. The Work of this Contract is specified in the City of Austin Standard Specifications, Special Provisions and Special Specifications listed in the Table of Contents.
2. Secure all construction-related permits, other than those provided by OWNER as described in paragraph 6.6 of Section 00810-IDIQ, Supplemental General Conditions, and pay for the same.
3. Arrange for any necessary temporary facilities as indicated in Section 01500 – Temporary Facilities. **If project does not require an Emergency Response availability, DELETE paragraph “E”.**

***Delete D. Emergency Response if not applicable. Delete this instruction box prior to final printing.***

1. Emergency Response - the CONTRACTOR will be required to have management personnel and crew available and on-call at all times during the Contract to provide emergency on-call services. Refer to Section 01100, “Special Project Procedures” for details.

**1.4 EASEMENTS AND RIGHTS-OF-WAY**

CONTRACTOR shall confine his construction operations within the limits indicated on the Drawings, and shall use due care in placing construction tools, equipment, excavated materials, and pipeline materials and supplies so as to cause the least possible damage to property and interference with traffic. If the CONTRACTOR requires additional easement for his operations, the CONTRACTOR is solely responsible for acquisition and maintenance of the easement. No additional compensation will be provided by the OWNER.

**A. Easements**

Easements across private property are indicated on the Drawings. CONTRACTOR shall set stakes to mark the boundaries of construction easement across private property. The stakes shall be protected and maintained until completion of construction and cleanup.

**B. Rights-of-Way**

Permits for Work in rights-of-way shall be obtained by the CONTRACTOR. All Work performed and all operations of CONTRACTOR, his employees, or subcontractors, within the limits of railroad and highway rights-of-way, shall be in conformity with the requirements and be under the control (through OWNER) of the railroad or highway authority owning, or having jurisdiction over and control of, the right-of-way in each case.

**1.5 OPERATION OF EXISTING FACILITIES**

Existing water and wastewater facilities shall be kept in continuous operation throughout the construction period. No interruption will be permitted which adversely affects the degree of service provided. Provided permission is obtained from OWNER in advance, portions of the existing facilities may be taken out of service for short periods corresponding with periods of minimum service demands.

CONTRACTOR shall provide temporary facilities and make temporary modifications as necessary to keep the existing facilities in operation during the construction period.

**1.6 CONNECTIONS TO EXISTING FACILITIES**

Unless otherwise specified or indicated, CONTRACTOR shall make all necessary connections to existing facilities including structures, drain lines, and utilities. In each case, CONTRACTOR shall receive permission from OWNER or the owning utility prior to undertaking connections. CONTRACTOR shall protect facilities against deleterious substances and damage.

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

**1.7 UNFAVORABLE CONSTRUCTION CONDITIONS**

No portion of the Work shall be constructed under conditions which adversely affect the quality or efficiency thereof, unless special means or precautions are taken by CONTRACTOR to perform the Work in a proper and satisfactory manner.

**End**

**IDIQ WORK ASSIGNMENT & INCORPORATED CHANGE ORDER FORM**

**Contract No.:\_\_\_\_\_\_\_\_\_\_\_\_ Work Assignment No.:** \_\_\_\_

**TO**: *contractor name address / telephone / fax / email*

**FROM**:   
 *project manager name / address / telephone / fax / email*

**PROJECT NAME**:  *name / CIP ID number*

|  |  |  |
| --- | --- | --- |
| **SCOPE OF WORK:** | | |
| **PROJECT LOCATION:** | | |
| **DATE OF ISSUANCE:** |  | |
| **SUBSTANTIAL COMPLETION (If Needed):** |  | |
| **FINAL COMPLETION:** |  | |
| **LIQUIDATED DAMAGES (In Accordance with Contract Section 00300U-IDIQ):** | **Substantial: $** | **Final: $** |

**Bid Items per Section 00300U-IDIQ:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item #** | **Description** | **Quantity** | **Unit** | **Unit Cost** | **Amount** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Subtotal** |  |  |  |  |  |

**Change Order in accordance with Sections 00700 and 00810-IDIQ of the Contract**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Proposed Item #** | **Description** | Assignment  \*Qty. Only | **Unit** | **Unit Cost** | **Amount** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Subtotal** |  |  |  |  |  |

**\*Quantity will vary for future assignments.**

**(Bid Items and Change Order Items) Total $:\_\_\_\_\_\_\_\_\_\_\_**

**The Change Order agreed to herein constitutes a complete and equitable adjustment to the referenced Contract for the portion of the Work addressed herein and the CONTRACTOR hereby releases the OWNER from any and all liability under the Contract for further equitable adjustments, including additional time for performance, attributable to such facts or circumstances giving rise to this Change Order. Once agreed to by both parties as indicated by the execution of this Work Assignment and incorporated Change Order, the items in the Change Order will become a part of the Contract referenced above. This Change Order does not change the not to exceed Contract Amount.**

***INCLUDE THE FOLLOWING GEOTECHNICAL ACKNOWLEDGEMENT SECTION IF APPROPRIATE; REFLECTION SURVEY REPORT MAY NOT BE PREPARED ON EVERY PROJECT - DELETE IF NOT APPLICABLE; OTHERWISE DELETE ENTIRE SECTION.***

**GEOTECHNICAL ACKNOWLEDGEMENT: The CONTRACTOR has read and understands the Geotechnical Report (GR), the Geotechnical Data Report, the Reflection Survey Report, and all other geological and geotechnical information and data as provided in the Contract Documents, including all Addenda. The CONTRACTOR acknowledges and agrees that the GR represents the contractual statement of the subsurface conditions reasonably anticipated to be encountered during construction. The GR will be used to evaluate whether subsurface conditions differ materially from those indicated in the GR.**

**Signatures**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Funding Affirmation:** | | | | | | | |  |
| 1. Is COA using/seeking funds from other entities to partially or fully fund this Project? *(For example: grants, loans, reimbursements, and any other type of partnership.)* | | | | | | | | ☐ Yes  ☐ No |
| 1. Does proposed Project funding include Federal funds passed-through a State agency? *(Such as DOT or FHWA funds managed by TXDOT, FEMA dollars managed by TDEM, EPA or FEMA funds managed by TWDB, or Federal Land and Water Conservation Fund managed by TPWD.)* | | | | | | | | ☐ Yes  ☐ No |
| 1. Are phase(s) of the Project used as COA's participation/match?   *(For example, use of design phase dollars as COA's grant participation/match)* | | | | | | | | ☐ Yes  ☐ No |
| 1. Are there any key due dates to be met associated with the funding sources?   *(Such as funding agreement requires construction be started or completed by a certain date.)* | | | | | | | | ☐ Yes  ☐ No |
| 1. Please list Project funding source(s) below. *(For Master Agreements, RLs, JOC, and ID/IQ; FDUs/Project funding sources are required prior to each specific project assignment, not at the solicitation stage.)* | | | | | | | | |
| FDU Number | | Object  Code | Activity  Code | Reporting  Code | Funding  Amount | **%** | Source Type | |
|  | |  |  |  |  |  |  | |
|  | |  |  |  |  |  |  | |
|  | |  |  |  |  |  |  | |
| Total: | | | | |  |  |  | |
| **Authorized Finance Rep (Sponsor Dept.)** | Signature: | | | | | Date: | | |

|  |  |  |
| --- | --- | --- |
| **CONTRACTOR agrees** that this Work Assignment is a Contract Document and that work performed and payments made pursuant to this Work Assignment shall be subject to the terms and conditions of all other Contract Documents for the Contract referenced above, unless otherwise noted. The CONTRACTOR shall be paid for work described in this Work Assignment, in whole or in part, based on the unit/unit costs as provided in the Bid Form, Section 00300-IDIQ and all Change Orders. | | |
| CONTRACTOR | Signature/Title: | Date: |
|  | | |
| **Notice to Proceed**  When executed by the OWNER and delivered to the CONTRACTOR, the CONTRACTOR is authorized to proceed with Work as described in this Work Assignment, for the amount indicated above, in accordance with the contract referenced above and incorporated herein. | | |
| Project Manager | Signature: | Date: |

**Capital Contracting Office**

**Subcontractor Utilization Form**

Contract Development and Administration Division

**Project Manager**

**/**

**Assignment Number**

**Date:**

**Firm:**

**Project Location:**

**Submitted by:**

**Contract Number**

|  |  |  |  |
| --- | --- | --- | --- |
| Firm | Cert Type | Description of Work | Amount $ |
| <Your Firm Here> |  | <Brief Description of work to be performed> | $0.00 |
| <Subcontractor 1> |  | <Brief Description of work to be performed> | $0.00 |
| <Subcontractor 2> |  | <Brief Description of work to be performed> | $0.00 |
| <Subcontractor 3> |  | <Brief Description of work to be performed> | $0.00 |
| <Subcontractor 4> |  | <Brief Description of work to be performed> | $0.00 |
| <Subcontractor 5> |  | <Brief Description of work to be performed> | $0.00 |
| <Subcontractor 6> |  | <Brief Description of work to be performed> | $0.00 |
| <Subcontractor 7> |  | <Brief Description of work to be performed> | $0.00 |
| <Subcontractor 8> |  | <Brief Description of work to be performed> | $0.00 |
| <Subcontractor 9> |  | <Brief Description of work to be performed> | $0.00 |
| <Subcontractor 10> |  | <Brief Description of work to be performed> | $0.00 |
|  |  | **TOTAL** | **$0.00** |

**MBE/WBE PARTICIPATION**

*Please calculate participation percentages for each category, based upon the total dollar amount for certified firms in the specified category divided by the Total Amount of the assignment*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Non - Certified** | **African American** | **Hispanic** | **Asian / Native America** | **n** | **MBE** | **WBE** |
| ***This Assignment*** | ***0.00%*** | ***0.00%*** | ***0.00%*** | ***0.00%*** |  | ***0.00%*** | ***0.00%*** |
| **Compliance Plan** | **0.00%** | **0.00%** | **0.00%** | **0.00%** |  | **0.00%** | **0.00%** |

*See next page for approval signatures*

Please provide an explanation for any categories where participation for this assignment is less than the approved Compliance Plan percentages:

Capital Contracting Office, 505 Barton Springs Road, Suite 1045-A, Austin, TX 78704. Telephone: (512) 974-7181

*I certify that the information listed above has been reviewed and is accurate to the best of my knowledge.*

**Firm Representative Date**

|  |
| --- |
| **FOR COA USE ONLY**  I have reviewed the Constractor utilization and MBE/WBE participation for this assignment. A copy of this form will be forwarded to the appropriate SMBR Representative  **Project Manager: Date** |
|

Capital Contracting Office, 505 Barton Springs Road, Suite 1045, Austin, TX 78704. Telephone: (512) 974-7181