



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

INVITATION FOR BID-Best Value: LMR0101 ADDENDUM NO. 2 DATE OF ADDENDUM: 2/19/2014

This addendum is to incorporate changes to the above referenced solicitation:

I. Clarifications: Change in Scope of Work:

1.0 Section 0500, Specification

Replace the following section in its entirety:

- 2.4 The City reserves the right to periodically add GSI ~~infrastructure~~ sites to the scope or additional line items, as required. In addition, a scheduled maintenance visit may be cancelled with reasonable notification as determined by the City.

Replace the following section in its entirety:

- 4.2 Contractor's staff shall be qualified to conduct specialized landscape management services that focus on ecological restoration and restored riparian and parkland areas. Contractor shall employ staff or subcontractors acceptable to the City, with the following qualifications and shall provide with their bid submittal copies of all certifications, degrees and experience (minimum three (3) contiguous and recent years, full time):

Replace the following section in its entirety:

- 4.2.1 Certified Landscape Professional (e.g., Grow Green Landscape Professional). Contractor shall provide the staff member(s)' name and proof of current certification.

Replace the following section in its entirety:

- 4.3 Contractor shall satisfy the City and the Purchasing Officer that the Contractor has a sufficient number of experienced employees or City approved subcontractors and the required equipment and supplies necessary to perform the work according to these contract documents.

Replace the following section in its entirety:

- 7.1.1 The Contractor shall contact the local utility companies for verification of the location of all underground utility lines in the area of the work, and mark all locations of the lines. Contractor shall use the One Call 811, 800-545-6005, www.texas811.org ~~One Call Utility System by dialing 1-800-344-8377~~ forty-eight (48) hours prior to excavation, as required.

Replace the following section in its entirety:

- 7.1.6 Contractor is not financially responsible for damage caused by vandalism or force majeure, but shall report such occurrences to the City in within two (2) hours, or as soon as possible. Contractor shall provide pictures and descriptions of the damage, and if necessary meet the City on site, and provide the City with a proposal to repair the damage.

Insert the following section in its entirety:

- 7.1.11 An FTP site will be established that is accessible to both the Contractor and the City. Where time is of the essence, Contractor shall contact the City when documents have been placed on the FTP site. A folder will be set up for each GSI project to hold the most current versions of documentation including, but not limited to the following:
- a. The contract
 - b. Proof of certification of an employee or subcontractor as a Licensed Applicator (section 6.3)
 - c. Any applicable One Call documentation (section 7.1.1)
 - d. Any documentation of incidents of accidents or altercations (section 7.1.4 and 7.1.5)
 - e. Any documentation regarding discovery of suspected hazardous waste spills (section 7.1.7)
 - f. Work Order (section 7.2.2)
 - g. Cost Proposal (section 7.2.3)
 - h. First year's maintenance plan (section 7.2.6)
 - i. Any requests for changes to the timeline (section 7.2.7)
 - j. All logs of work performed (section 7.2.8 and 7.2.9)
 - k. Any interim water plan (7.3.2)
 - l. Any requested safety work plan (8.3)
 - m. Any documentation about any Subcontractor approved by the City (section 11.1)
 - n. Warranty log (section 13.1.2)
 - o. Any pesticide application tracking log (section 14.2)
 - p. Any before and after photos of each maintenance visit (section 14.3)

Replace the following section in its entirety:

- 7.2.8 The Contractor shall keep a record of all work activities including, but not limited to, the date and types of tasks performed. The Contractor shall place ~~attach~~ these logs on the FTP site. ~~on the with invoices submitted for payment per Section 14.0 below~~

Replace the following section in its entirety:

- 9.2 Contractor shall use supervisory and crewmembers experienced in landscaping and maintenance using native vegetation to ensure all work is completed in accordance with this Specification. All personnel performing under this contract shall be direct employees of the Contractor or employees of a City approved Subcontractor.

Replace the following section in its entirety:

- 9.3 Supervisor(s) shall be able to speak, read and write adequate English. Supervisor shall report any problems or concerns directly to the City. It is desired that the Contractor also have on site a team member that speaks Spanish.

Replace the following section in its entirety:

- 12.1 Resumes of owner and staff, or City authorized Subcontractors shall demonstrate they have a minimum of three (3) recent and contiguous years of experience of the same size and scope as this Solicitation with plants and landscapes that are native/adapted to Central Texas, and are qualified to conduct specialized landscape management services that focus on stormwater management, ecological restoration, restored riparian and parkland areas. Include supporting documentation of licenses, certifications, memberships, summary of corporate history, and web address. Documentation shall also include length of time in business and years of experience in irrigation, pest management, and landscape installation and maintenance, and shall include proof that staff who will be involved in any contract from this Solicitation have the following:

Replace the following section in its entirety:

12.1.1 Certified Landscape Professional (e.g., Grow Green Landscape Professional).

Replace the following section in its entirety:

14.0 ACCEPTANCE OF WORK AND INVOICING

- 14.1 Per Section 7.2.8, Contractor shall keep a report on the date, time, and completion of tasks as they occur and place them on the FTP site when requested by the City. ~~submit it with their invoice.~~
- 14.2 Copies of pesticide application tracking log shall be placed on the FTP site when requested by the City ~~submitted with each appropriate invoice.~~
- 14.3 Contractor shall transmit to the City electronic files of the “before” and “after” photos of each maintenance visit **before** issuance of invoice, and include landfill tickets, equipment rental receipts, pesticide tracking records, etc., as appropriate with the invoice.
- 14.4 After City acceptance of the installation, the Contractor may invoice for the installation less 15% retainage (Reference 0400-Supplemental Purchase Provisions, section 6).
- 14.5 Upon completion of the first year’s maintenance, after City’s determination of successful establishment of the installation, Contractor may invoice for the 15% retainage (Reference 0400-Supplemental Purchase Provisions, section 6). After one (1) year of successful experience with the Contractor, the City may elect to waive the requirement of retainage. However, if performance concerns arise, the retainage requirement may be re-instated.

2.0 Section 0600, Bid Sheet

Replace with the attached Bid Sheet, marked “**REVISED 2/18/14**”. You must use this revised bid sheet to be considered for award.

II. Questions and Answers:

Question 1: Some items on the bid sheet happen during installation and some happen during the 1-year period. Do we bill for all projected debris and litter removal?

Answer 1: Yes.

Question 2: When you get to the bid sheet on heavy equipment and we don’t know the site location, can we add mobilization fee?

Answer 2: Bid line items are broken out by standard versus premium. The premium would be a case where you use heavy equipment. The City’s Environmental Criteria Manual Section 1.6.3 and Standard Specification 700S cover mobilization.

Question 3: Can Green Garden Certification be a substitute for the Texas Certified Landscape Professional (TLCP)?

Answer 3: Yes. Minimum certification is Texas Certified Landscape Professional but Grow Green Landscape Professional is a substitute for TLCP.

Question 4: What is the typical water source for irrigation?

Answer 4: It will vary depending on project location, but fire hydrants are common sources.

Question 5: In section 3.4, would you add in whatever Austin Energy is putting out for standards?

Answer 5: No.

Question 6: what if we do a planting job and during the night, all the plants disappear? They are planted in the ground. Is the contractor responsible for that?

Answer 6: We require proof of vandalism and/or theft. Please take appropriate steps to document such, including provision of a Police report, if applicable, and documentation of any damage including a cost estimate for repair/replacement.

Question 7: On marking subsurface utility lines, are that only the utility lines covered by Dig Test or all utility lines?

Answer 7: Mark all that are known.

Question 8: On new installation sites, do they need a job shack or chained in yards or security? When do we acquire the plants? Where will you inspect the plants?

Answer 8: The Contractor is responsible for securing the job site and providing appropriate facilities to do so, with coordination with the City. This will be assessed on a case-by-case basis. Plants will be inspected on delivery to the job site. Please coordinate an inspection appointment with the City.

Question 9: On Irrigation, there is a bid item - 1.80 irrigation systems install versus 1.87 - water not for irrigation components or haulage. I'm not exactly sure what that means and where the cost of water is to operate the irrigation system.

Answer 9: Bid Sheet item # 1.87 is for water only, for what the Contractor is billed by the Austin Water Utility for water used to irrigate plant materials. This cost shall not include any of the irrigation components, permit fees, etc.

Question 10: Does the City furnish the water meter?

Answer 10: No. Contractor is responsible for providing a complete system and paying for all permit fees and other related costs.

Question 11: What are we responsible for as for water cost, time limit on watering? Should it be watered for the whole duration of maintenance?

Answer 11: Irrigation must follow current mandates from the Austin Water Utility in terms of water conservation, days of the week, and watering hours. All variances outside this window shall be applied for by the Contractor and approval received from the Austin Water Utility before any alternative watering schedule commences. A link to their website is provided in the documents. The Contractor is responsible for providing a water budget or monthly schedule for irrigation, a copy of which shall be provided to the City.

Question 12: For this project, do we get a variance on the City's watering schedule?

Answer 12: The Contractor shall apply for the variance. It's on a case by case basis.

Question 13: Can you specify 'year' on the bid sheet estimate?

Answer 13: You are bidding on the unit cost, not a yearly cost. The numbers in the bid sheet are ANNUAL ESTIMATES only.

Question 14: Is it one meter per project?

Answer 14: Yes. But it could have more than one meter depending on the set up of the project.

Question 15: Do you see it as more drip or spray irrigation?

Answer 15: For purposes of bidding only, please assume conventional spray systems. This has been added to the Revised Bid Sheet.

Question 16: Would we ever be asked to remove the temporary irrigation or leave it in place for the subsequent maintenance contract.

Answer 16: This will be assessed on a case-by-case basis and done in coordination with the City. If the meter (and irrigation system) is to remain, Contractor shall arrange to transfer it to the long-term maintenance provider.

Question 17: Can you add additional lines for rotators, sprays and drips? There's premium and standard as choices for the other line items, can you add to this as well?

Answer 17: All irrigation emission devices shall be zoned according to device per the Texas Commission on Environmental Quality (TCEQ). For cost purposes, assume a conventional spray irrigation system. We reserve the right to add line items as needed, throughout the life of the contract.

Question 18: On the bid sheet, is there a standard way to establish irrigation?

Answer 18: The standard would be spray irrigation. This has been added to the bid sheet.

Question 19: Can you charge for full amount of maintenance or for only maintenance that is performed for that month?

Answer 19: Will discuss on a case by case basis to come up with a solution that makes sense to both parties.

Question 20: What happens if we build sites and weather destroys it?

Answer 20: Weather related damage falls under *force majeure*, and City will pay for replacements/repairs. As with vandalism, the Contractor shall provide documentation of any damage including a cost estimate for repair/replacement.

Question 21: Will there be a buffer period for new plant installs?

Answer 21: Will discuss on a case by case basis to come up with a solution that makes sense to both parties.

Question 22: Will the contractor have a final say in the design aspect of the GSI?

Answer 22: WPD staff will typically do the designs, but since this contract encourages an adaptive management approach and proactivity on the part of the contractor, will be happy to entertain suggestions.

Question 23: if plants do go in and it's determined that a certain species doesn't work, can they use another plant and not the suggested ones that didn't adapt?

Answer 23: WPD staff will typically do the designs, but since this contract encourages an adaptive management approach and proactivity on the part of the contractor, will be happy to entertain suggestions.

Question 24: Section 9.2, all personnel should be direct employees. Can we subcontract?

Answer 24: There are no goals established for this solicitation. If you choose to subcontract, you can go through SMBR by referencing page 2 and 3 on the offer sheet. There is a link to SMBR and a phone number. Refer to section 11.1 in scope of work.

Question 25: If we go through SMBR and they do not find anyone suitable before this bid process is over, we cannot present a bid as a team?

Answer 25: There should be enough time to go through the SMBR process. If they cannot provide anyone to you, turn in those documents. If they can, you go through their process. Show documentation from SMBR.

Question 26: On the three year rock wall, terraces and fences warranty, what is City's leverage if the retainage has been paid?

Answer 26: City will follow a cure process.

Question 27: Bid item 1.55 (debris and litter removal), SY is the unit of measurement. That's not cubic yards. What is this line item for?

Answer 27: The bid line is for an ANNUAL ESTIMATE on how much it will cost to keep areas that total 4,000 square yards free of debris and litter

Question 28: Bid line item 1.75 – grass line swale by linear foot. Aren't swales all different sizes and widths?

Answer 28: Yes, but the standard is 15 feet wide. They are linear in nature, but they won't vary in width dramatically.

Question 29: There are two different client reference forms in the solicitation documents: Attachment F (in ATT_6) and Sec 0700 (Bid Packet Documents). Some of the solicitation instructions specify the Section 0700 form and some specify Attachment F. Do we fill out both or do we need to just submit one of the forms?

Answer 29: Please use Attachment F in place of Section 0700.

Question 30: We are finding the Standards and Specification Provisions provided difficult to navigate for some of the items on the bid sheet. For example all items listed as SP608S-1Ai-Kii, we cannot find standards for each of these items. Is there an approach that you recommend using for reviewing this document? Is it possible to get the original PDF version of the document?

Answer 30: SP608S-1Ai-Kii is the payment call out at the end of SP608S. Review SP608S.4A for description of standard vs. premium. There is nothing specific for the different container sizes in the specification; this is a nursery industry standard.

Question 31: While the solicitation indicates that no MBE/WBE goals have been set for this solicitation, it also states that the offeror still needs to submit a plan for addressing MBE/WBE requirements. Will the City provide guidance to bidders on how to address MBE/WBE concerns?

Answer 31: There are no goals established for this solicitation. If you choose to subcontract, you can go through SMBR by referencing page 2 and 3 on the offer sheet. There is a link to SMBR and a phone number. Refer to section 11.1 in scope of work.

Question 32: Do they want a description of our proposed approach to the installation of green infrastructure features such as techniques to address environmentally friendly needs, optimized design for environmental, cost, and site concerns, preference for effective approaches, etc. as part of the proposal? It is not indicated in the proposal instructions on how to address these concerns.

Answer 32: Yes, if it's not already in the City's work plan.

Question 33: Based on the City's proposed timeline, when would they expect a contract would be executed for this proposal and when would installation projects be expected to start?

Answer 33: Installation projects could be expected to commence shortly after signing the contract.

Question 34: During the first quarter of the contract, how many installation projects are planned and how big would you estimate these projects to be in terms of size?

Answer 34: There are a few projects in the hopper right now, the quantity and size of which are dependent on when the contract is signed. Currently the City estimates 1-3 sites per quarter.

Question 35: What document is the City Spec referring to regarding Material/Personnel Transport for Access, Installation for remote sites and extraordinary site conditions” (Sec 6.1.3)? Where can we find the document it is referring to?

Answer 35: The description for this is in 7.2.9 of the specification (section 0500.) It will be assessed on a case by case basis between both parties.

Question 36: On the bid sheet, items 1.6 + 1.7 – regarding riprap, can the City specify the size of the riprap to be installed and the thickness of the area for its installation?

Answer 36: Please review City Standard Specification 591S in Attachment B.

Question 37: For all seeding, sod, and planting items, irrigation is specified as part of the item standards. Is irrigation for these items being covered in the irrigation bid line items (1.80-1.86)?

Answer 37: Irrigation may be required for all plantings. The cost for the irrigation system is covered in Bid Sheet items #1.80 (above ground piping), 1.82 (sub-surface piping), 1.84 (hand watering, truck watering, gator bags, etc.). The cost for irrigation shall not be factored into the cost for plant materials.

Question 38: On bid line items 1.15-1.18 – Is the site clearing outlined in the standards for soil retention blankets being covered in line items 1.1, 1.2, and 1.8?

Answer 38: Site clearing is covered under Bid Sheet items #1.1 and 1.2.

Question 39: For bid line item 1.80 – Is this drip irrigation? Do you want the contractor to pull the permit? Is a temporary meter acceptable or do you require an irrigation meter purchased from Austin? Will COA assist in tapping into temporary sources such as a hydrant? Is the 365,000sf one job or will it be split into many small ones?

Answer 39: For purposes of pricing we are using spray irrigation. This is covered in the Revised Bid Sheet, line items #1.80 and 1.81. Refer to SS603 for all information pertaining to irrigation. The Contractor is responsible for providing an irrigation system that is complete, in place and functional. The square footage number is an ANNUAL ESTIMATE of all irrigation used across all the projects.

Question 40: On bid line item 1.81 – Is there a place to store temporary irrigation? What would temporary irrigation removal involve?

Answer 40: Temporary storage of materials is the responsibility of the Contractor, made in consultation with the City. Removal of temporary, above-ground systems involves removal of all pipes, heads, meter, etc., so that no trace of the system remains.

Question 41: On bid line item 1.82 - some city projects differ (i.e. some sites have irrigation installed 6” deep and some 12’ deep) so what depth specifications should we follow for the subsurface installation? All irrigation – are these drip systems or spray systems?

Answer 41: Refer to SS603 for all information pertaining to irrigation. For purposes of pricing, we are using spray irrigation systems.

Question 42: On bid line item 1.87 – Is the water we use for this line item water we pay for using our water bills (tap, city lines) or this water in a truck? How many gallows is 4,000kgal/yr (4,000,000 gal)?

Answer 42: This is an estimate of the water used across all projects in a given year and billed to the Contractor. The water might be used in spray irrigation or in a water truck. A kgal is a thousand gallons (kilogallons).

Question 43: On bid line items 1.85 + 1.86 – What does POC to Irrigation Field mean? It is not specified within the standards book.

Answer 43: POC means point of connection. Basically, this means the mainline from the meter to the first zone.

Question 44: On bid line items 1.20 and 1.21 – The item is listed as “Fertilizer, Soil Amendments, Compost Installed” and “Fertilizer, Soil Amendments, Compost Tea Installed”. Are soil amendments a subcategory of fertilizer with compost and compost tea as subcategories of soil amendments or are these line items indicating that fertilizer, soil amendments, and compost/compost tea will be added to a site together, with each item listed serving as a separate item?

Answer 44: Each component is a separate item, on Bid Sheet items #1.19 through 1.21.

Question 45: On bid line items 1.36-1.41 – For all trees, do we include the costs for stake and guys in planting line items or are these covered in the “Tree Support Systems” indicated in line item 1.46?

Answer 45: Stakes and guys are covered under “Tree Support Systems” Bid Sheet item #1.46.

Question 46: For all planting categories, do we need to specify which nurseries we are buying plants from in the proposal?

Answer 46: No.

Question 47: For all planting categories, should mulch be included in the price is this covered under the “Hardwood mulch” line item (1.44)?

Answer 47: Covered under “Hardwood Mulch”, Bid Sheet item #1.44.

Question 48: For all planting categories, should we assume that soil and site preparation is included for each plant or that they are covered under separate line items (i.e. 1.1, 1.2, 1.4, 1.5, 1.9-1.11, 1.19-1.21, and 1.88)?

Answer 48: Depending on which soil the City choses to use, soil is covered under Bid Sheet item #1.8 (salvaged and placed on-site topsoil) and item 1.88 (Topsoil mix). Bid Sheet items #1.22 through 1.43 cover plant materials & their installation only.

Question 49: For all plantings, should we include labor for general bed maintenance or should we include it in the maintenance line items (i.e. 1.48-1.51)?

Answer 49: Maintenance services (e.g., weeding), fall under Bid Sheet line items #1.48 through 1.51.

Question 50: On bid sheet item 1.54 – Can the City provide more specifics on the rhizome barrier, specifically if certain materials would be preferred?

Answer 50: For pricing purposes assume a high density, polyethylene barrier (HDPE). This has been added to the revised Bid Sheet.

Question 51: On bid line item 1.51 – This is the only maintenance cost that indicates disposal of materials? Should this cover disposal for all other materials (i.e. trash removal, pruning, tree removals, etc.) or should we include disposal costs in the other line items where it might also apply?

Answer 51: Bid Sheet item #1.51 is for physical removal of weeds and their disposal only. Removal of trash (1.55), pruning (1.50), and tree removals depending on size (1.67-1.71) are separate line items and disposal of these items shall be included therein. This has been added to the Revised Bid Sheet.

