

Bidding Requirements, Contract Forms and Conditions of the Contract
ADDENDUM
Section 00900

ADDENDUM No. 1

Date **February 7, 2012**

City of Austin

Project Name **TLC REROOF (REBID)**

CIP ID Number: **7214.003**

IFB#: **6100 CLMC336A**

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated January 23, 2012. Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

A. Project Manual Revisions:

1. Add Section 00630-"NONDISCRIMINATION CERTIFICATE" and incorporate into the Project Manual in sequential order.

B. Drawing Revisions:

1. SHEET R02 AND R03

Item 1: Add "General Note", Number 1 to read as follows:

- " 1. Temporary Structures: Canopies, Covered Walkways, and/or Roof Access Scaffolding (w/integrated Ladder) will not be permitted to attach or connect in any way to existing Office Building. All temporary structures shall be self-supporting. Roof Access Scaffolding extending from ground level to roof shall be supported in accordance with manufacturers and/or OSHA requirements, if additional structural support and/or bracing shall be required, the contractor will be allowed to temporary attach to adjacent Parking Garage Structure, with the following exceptions:
 - a. Core drilling Parking Garage Precast panels will not be allowed;
 - b. Mechanically fastening/anchoring/drilling to Parking Garage Precast panels will not be allowed;
 - c. Anchoring methods between Precast Panels existing gaps/openings with threaded anchor rods, plates and bolts on each side of Precast Panels will be allowed as long item a and b listed above are not compromised.

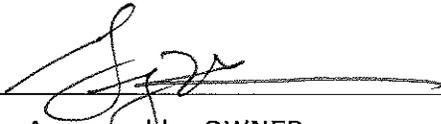
2. Sheet R5.0 (New Work Roof Plan)

Item 1: "New Work Keyed Notes", add to Keyed Note Number 16 as follows:

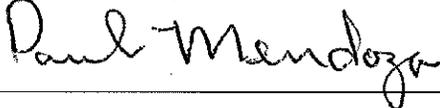
- " 16. Weld .125 stainless steel counter flashing with removable .0625 stainless steel receiver around steel I-Beam minimum 12" above coping. Counter flashing shall extend and cover termination bar. Where existing I-beam penetrates the parapet wall, provide similar detail. Typical detail shall apply at opposite side of penthouse roof.

This addendum consists of 4 page(s) which includes attachment:

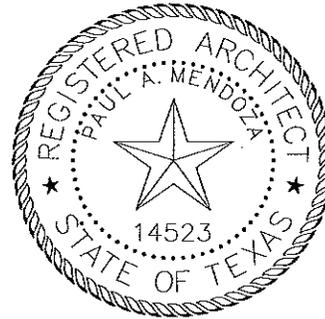
Attachment: Specification Section 00630-"NONDISCRIMINATION CERTIFICATE"



Approved by OWNER



Approved by ENGINEER/ARCHITECT



Paul Mendoza
02/07/12

END

Bidding Requirements, Contract Forms and Conditions of the Contract
NONDISCRIMINATION CERTIFICATE

Section 00630

CIP ID Number:

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. (B) As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for expenditure of \$2,000.00 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Bid and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin

Minimum Standard Nondiscrimination in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NONDISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL. (<http://www.ci.austin.tx.us/clmd/biddocs.htm>).

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 00630 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____.

CONTRACTOR _____

Authorized Signature _____

Title _____

END