

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

ADDENDUM No. 3

Date: April 24, 2012

City of Austin

Project Name: Davis Water Treatment Plant Chemical Feed Improvements Bid Package 1: SHMP, Ferric and Fluoride System Improvements

C.I.P. No.: 2015.030

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated April 2, 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

The following changes/corrections/additions are made to the bid documents, Project Manual:

1. **REPLACE** Table of Contents with the one included herein.
2. **REPLACE** Section 00300L, Lump Sum Bid Form, with the one included herein.
3. **ADD** Section 00475.
4. **ADD** Section 01030 to the Project Manual.
5. Specification Section 00810, Paragraph 13.7.5: **DELETE** the first sentence in its entirety and replace with the following:

"The Contractor will provide a two year turnkey warranty on all NEW items and NEW equipment installed or purchased under this Contract. The Contractor is not responsible for the warranty on the re-used/relocated equipment. Contractor will provide a two year warranty on the workmanship and materials required to provide operational re-used equipment as show on the Drawings."

6. Special Specifications Section S09679, Paragraph 1.03, **ADD** the following:
"6. Submit manufacturers' written procedures for surface preparation of each surface to receive chemical resistant epoxy coatings. Surface preparation procedures shall be reviewed and approved by the Engineer."
7. Special Specifications Section S09679, Paragraph 1.04 B.1., **ADD** words noted in bold as shown below.
"B. Comply with the following referenced standards:
 1. Manufacturer's Recommendations: Installation instructions of the coating material manufacturer. In particular, the contractor shall follow the

manufacturer's recommended surface preparation of existing concrete, **existing FRP surfaces to receive coatings**, wall and newly....."

8. Special Specifications Section S09679, Paragraph 2.01 B.2., **ADD** words noted in bold as shown below.

"2. Walls **and Existing FRP Table in Fluoride Area:** Dex-O-Tex Wallcote "E";"

9. Special Specifications Section S09679, Paragraph 2.02 D. **ADD** words noted in bold as shown below.

"D. Wall **and Existing FRP Table** System:"

1. Two component epoxy wall coating.
2. Prepare existing block surfaces and fill gaps with epoxy mortar recommended by the manufacturer.
3. **Prepare existing FRP surface in strict conformance with the reviewed and approved manufacturer's written procedures for surface preparation."**

10. Special Specifications Section S09679, Paragraph 2.03 C., **ADD** the following: **ADD** words noted in bold as shown below.

"C. Wall **and Existing FRP Table** Chemical Resistant Coating System:"

11. Special Specifications Section S09679, Paragraph 3.01 B, **DELETE** table and **REPLACE** with the following:

Room/Area	Area To Receive Coating	Chemical Exposure
Chemical Building – Ferric Sulfate Area	Chemical feed pump area including floor area within containment curb, face of curb and back curb, concrete pump pedestals and walls (where shown on the drawings) to a height of 4'-6".	Ferric Sulfate – $Fe_2(SO_4)_3$ 41-44% Solution Concentration
Chemical Building – Sodium Hexametaphosphate Area	Chemical feed pump area including floor area within containment curb, face of curb and back curb, concrete pump pedestals and walls (where shown on the drawings) to a height of 4'-6".	<i>Sodium Hexametaphosphate</i> ($NaPO_3$) ₆ 36% Solution Concentration
Hydrofluorosilicic Acid Area	Chemical feed pump area including area below grating. Applicable for repair of existing coating only if existing coating is damaged during construction activities. Existing FRP table.	Hydrofluorosilicic Acid (H_2SiF_6) 23% Solution Concentration

12. Special Specifications Section S09679, Paragraph 3.03, **ADD** the following:

"E. Existing FRP Table

- 1. Prepare existing FRP surface in accordance with the reviewed and approved manufacturers written procedures for surface preparation."**

13. Special Specifications Section S09679, Paragraph 3.04 D, **ADD** words noted in bold as shown below.

"D. Wall and Existing FRP Table Chemical Resistant Coating System:"

14. Special Specifications Section S09960, Paragraph 3.06, Notes to Application Schedule, Note 7. **DELETE** the words noted with strikeouts and **ADD** words noted in bold as shown below.

"7. These surfaces include new ~~and existing~~ plastic chemical feed piping located in the Fluoride Area. Refer to Drawing FL-M1, note 11 for painting limits."

15. Special Specifications Section S10400, Paragraph 2.01 B, **ADD** words noted in bold as shown below.

"B. Pipelines located outside in the Fluoride Area (above the FRP floor grating) shall be field painted in accordance with Section S09960 to match the Pipe Labeling and Pipe Color Coding Schedule included herein. New pipes located inside the Chemical Building shall be banded, labeled and marked in accordance with the requirements specified herein. Existing pipes to remain shall be marked, labeled and banded in to match new pipes in accordance with the requirements specified herein."

B. Drawing Revisions

The following changes/corrections/additions are made to the bid documents, Drawings:

- 1. DELETE** the words noted with strikeouts and **ADD** words noted in bold as shown below. Revisions apply to Drawings FE-M1, Note 12; FE-M2, Note 4; and SH-M1 Note 13.

"Contractor shall ~~paint~~ label and mark existing FE supply and discharge piping to remain in accordance with Section ~~S09960~~ and S10400 to match new piping. ~~Pipe painting~~ Limits for marking and labeling of existing piping shall be the wall and or/or ceiling penetrations in the first floor of the Chemical Building."

- 2. ADD** the following note to FL-M1.

"14. Pressure wash the northwest and southwest walls (floor to ceiling) in the Ferric Sulfate Area."

- 3. ADD** the following note to FL-M2.

"10. Apply chemical resistant epoxy coating to the existing FRP table in accordance with the requirements of Section S09679."

This addendum consists of 14 page(s)/sheet(s).



4/24/2012

Approved by OWNER

City of Austin, Austin Water Utility



Approved by ENGINEER/ARCHITECT

Kennedy/Jenks Consultants



4/24/12

END

Document Number	Title
-----------------	-------

VOLUME 1

INTRODUCTORY INFORMATION

05/06/11	Title Page
01/12/12	Table of Contents

BIDDING REQUIREMENTS, CONTRACT FORMS, & CONDITIONS OF THE CONTRACT

Pre-Bid Information

00020	05/06/11	Invitation for Bids
-------	----------	---------------------

Instructions to Bidders

00100	05/06/11	Instructions to Bidders
-------	----------	-------------------------

Bid Forms

00300L	05/06/11	Bid Form (Lump Sum)
--------	----------	---------------------

Supplements to Bid Forms

00400	05/06/11	Statement of Bidder's Experience
00405	09/25/05	Certificate of Non-Suspension or Debarment
00410	05/06/11	Statement of Bidder's Safety Experience
00440	05/06/11	Affidavit - Prohibited Activities
00475	05/06/11	Nonresident Bidder Provisions

Agreement Form

00500	05/06/11	Agreement Section
-------	----------	-------------------

Bonds and Certificates

00610	02/23/10	Performance Bond
00620	02/23/10	Payment Bond
00630	05/06/11	Nondiscrimination Certificate
00631	03/12/12	Title VI Assurances Appendix A
00650	02/23/10	Certificate of Insurance
00670	09/13/10	Sales Tax and Use Exemption Certificate
00680	06/05/06	Non-Use of Asbestos Affidavit (Contractor Prior to Construction)
00681	06/05/06	Non-Use of Asbestos Affidavit (Contractor After Construction)

General Conditions

00700	09/13/10	General Conditions of the Contract
-------	----------	------------------------------------

Supplementary Conditions

00810	05/06/11	Supplemental General Conditions
00819	06/10/05	Security Requirements
00820	05/06/11	Modifications to Bidding Requirements and Contract Forms
00830	06/05/06	Wage Rates and Payroll Reporting
00830BC	01/12/12	Wage Rates Building Construction Trades

Document Number	Title
------------------------	--------------

SPECIFICATIONS

Division 1 - General Requirements

01010	02/23/10	Summary of Work
01030	04/23/12	Alternates
01095	07/21/03	Reference Standards and Definitions
01200	05/06/11	Project Meetings
01300	05/06/11	Submittals
01380	05/06/11	Construction Photography and Videos
01500	05/06/11	Temporary Facilities
01505	09/13/10	Construction and Demolition Waste Management
01900	05/06/11	Prohibition of Asbestos Containing Materials
01900a	06/05/06	Statement of Non-Inclusion of Asbestos Containing Material (E/A Prior to Design)
01900b	06/05/06	Statement of Non-Inclusion of Asbestos Containing Material (E/A After Design)

City Standard Technical Specifications

Series 700 - Incidental Construction

700S	08/18/00	Mobilization
------	----------	--------------

Series 800 - Urban Transportation

802S	02/24/10	Project Signs
------	----------	---------------

Special Provisions to City Standard Technical Specifications

SP-1	Measurement and Payment
------	-------------------------

Special Specifications

Division 1 - General Requirements

S01040	Construction Coordination
S01045	Mechanical and Electrical Construction Sequencing
S01070	Facility Security Procedure for Contractors
S01172	Pipe Penetrations
S01310	Schedules and Reports
S01600	Delivery, Storage and Handling
S01610	Material, Equipment and Substitutions
S01650	Facility Startup
S01656	Disinfection of Potable Water Facilities
S01730	Operating and Maintenance Data
S01740	Warranties, Bonds, Service Contracts, and Contract Closeout

Division 2 - Sitework

S02220	Demolition
--------	------------

Division 3 - Concrete

S03200	Reinforcing Steel
S03300	Cast-in-Place Concrete

Division 5 - Metal

S05500	Miscellaneous Metals
--------	----------------------

Division 6 - Wood and Plastic

Document Number	Title
S06610	Fiberglass Fabrication
Division 9 - Finishes	
S09679	Chemical Resistant Epoxy Coating
S09960	Protective Coatings
Division 10 - Specialties	
S10400	Identifying Devices
Division 11 - Equipment	
S11001	General Equipment and Mechanical Requirements
S11240	Diaphragm Chemical Metering Pumps and Appurtenances
Division 15 - Mechanical	
S15050	Piping, Valves and Accessories
S15400	Plumbing
Division 16 - Electrical	
S16040	Electrical Motor 150 HP and Less
S16150	Raceways, Fittings, and Supports
S16200	Wiring (600 Volts and Below)
S16250	Boxes and Cabinets
S16300	Wiring Devices
S16540	Field Control Stations
S16550	Grounding
S16800	Calibration, Testing and Setting
Division 17 - Instrumentation and Control	
S17100	Process Instrumentation and Control System (PICS)
S17150	Pressure Measurement
S17200	Instrumentation and Control
S17600	Distributed Control System

End of Volume 1

VOL. 2 10/09/00 **MBE/WBE Procurement Program Package**

END

Bidding Requirements, Contract Forms and Conditions of the Contract
LUMP SUM BID FORM
 Section 00300L

City Manager
 Austin, Texas

The undersigned, in compliance with the Invitation for Bids for construction of the following Project: Davis Water Treatment Plant Chemical Feed System Improvements Bid Package 1: SHMP, Ferric and Fluoride System Improvements

(CIP ID# 2015.030) (IFB# 6100 CLMC366) for the City of Austin, Texas, having examined the Project Manual, Drawings and Addenda, the site of the proposed Work and being familiar with all of the conditions surrounding construction of the proposed Project, having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual, Drawings and Addenda within the time indicated for the lump sum price of:

BASE BID (including furnishing and installing Encore 700 Chemical Metering Pumps)..... = \$ _____
 Figures

ALTERNATE NO.1: Furnish and Install Milton Roy MacRoy Series Diaphragm Chemical Metering Pumps..... = \$ _____
 Figures

BASE BID WITH ALTERNATE NO. 1..... = \$ _____
 (Excludes furnishing and installing Encore 700 pumps and includes Alternate No. 1) Figures

UNIT PRICES: The undersigned Bidder agrees that, in case of an authorized adjustment to the scope of Work shown, the following unit price(s) will be used in adjusting the Contract Amount:

<u>Item Description</u>	<u>Unit Price</u>
Material cost for Encore 700 Ferric Sulfate pump and pump control panel.	\$ _____ per EA
Material cost for Encore 700 Fluorosilicic Acid pump and pump control panel.	\$ _____ per EA
Material cost for Encore 700 SHMP Pump and pump control panel.	\$ _____ per EA
Material cost for Milton Roy, MacRoy Series Ferric Sulfate pump and pump control panel.	\$ _____ per EA
Material cost for Milton Roy, MacRoy Series Fluorosilicic Acid pump and pump control panel.	\$ _____ per EA
Material cost for Milton Roy, MacRoy Series SHMP Pump and new pump control panel.	\$ _____ per EA

Item Description

Unit Price

Cost for installation of re-used Encore 700 SHMP Pump and material cost for new SHMP local pump control panel. \$ _____ per EA

Chemical resistant epoxy coating including coating for containment areas, walls and pedestals in the Ferric Sulfate and SHMP Areas, existing FRP table in the Fluoride Area, floor pitching in the Ferric Sulfate area and surface preparation as specified and shown on drawings, complete and in-place. \$ _____ per SF

BID GUARANTY: A Bid guaranty must be enclosed with this Bid , as required in Section 00020 or Section 00020S, in the amount of not less than five percent (5%) of the total Bid. Following the Bid opening, submitted Bids may not be withdrawn for a period of 120 Calendar Days. Award of Contract will occur within this period, unless mutually agreed between the parties. The Bid guaranty may become the property of the OWNER, or the OWNER may pursue any other action allowed by law, if:

- Bidder withdraws a submitted Bid within the period stated above;
- Bidder fails to submit the required post Bid information within the period specified in Section 00020S or 00100, or any mutually agreed extension of that period; or
- Bidder fails to execute the Contract and furnish the prescribed documentation (bonds, insurance, etc.) needed to complete execution of the Contract within five (5) Calendar Days after notice of award, or any mutually agreed extension of that period.

TIME OF COMPLETION: The undersigned Bidder agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the OWNER and to **substantially** complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within **two hundred seventy (270) Calendar Days**. **If a Substantial Completion date has been specified, the Bidder further agrees to reach Final Completion within thirty (30) Calendar Days after Substantial Completion as required by the Project Manual, Drawings and Addenda for the work.** The Bidder further agrees that should the Bidder fail to **substantially complete the Work or to finally** complete the Work within the number of days indicated in the Bid or as subsequently adjusted, Bidder shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the OWNER elects to pursue any other action allowed by law.

WAIVER OF ATTORNEY FEES: In submitting its bid, in consideration for the waiver of its right to attorney's fees by the OWNER, the Bidder knowingly and intentionally agrees to and shall waive the right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to any Contract awarded pursuant to this solicitation process.

LIQUIDATED DAMAGES: The Bidder understands and agrees that the timely completion of the described Work is of the essence. The Bidder and OWNER further agree that the OWNER's actual damages for delay caused by failure to timely complete the Project are difficult, if not impossible to measure. However, with respect to the additional administrative and consultant costs to be incurred by OWNER, the reasonable estimate of such damages has been calculated and agreed to by OWNER and Bidder. Therefore, the Bidder and the OWNER agree that for each and every **Calendar** Day the Work or any portion thereof, remains incomplete after the **Substantial Completion** date as established by the above paragraph, "Time of Completion", payment will be due to the Owner in the amount of **one thousand dollars (\$1,000)** per **Calendar** Day as

liquidated damages, not as a penalty, but for delay damages to the OWNER. **If both Substantial and Final Completion dates have been specified, the Bidder and the OWNER further agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the Final Completion date as established by the above paragraph , "Time of Completion", payment will be due to the OWNER in the amount of seven hundred and fifty dollars (\$750) per Calendar Day as liquidated damages, not as a penalty, but for delay damages to the OWNER.** Such amount shall be deducted by the OWNER from any Contract payment due. In the event of a default or breach by the CONTRACTOR and demand is made upon the surety to complete the project, in accordance with the Contract Documents, the surety shall be liable for liquidated damages pursuant to the Contract Documents in the same manner as the CONTRACTOR would have been.

OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidders).

The undersigned acknowledges receipt of the following addenda:

- Addendum No. 1 dated _____ Received _____
- Addendum No. 2 dated _____ Received _____
- Addendum No. 3 dated _____ Received _____
- Addendum No. 4 dated _____ Received _____
- Addendum No. 5 dated _____ Received _____

Secretary, *if Bidder is a Corporation

Bidder

(Seal)

Authorized Signature

Title

Date

Address

Telephone Number / FAX Number

Email Address for Person Signing Bid

Email Address for Bidder's Primary Contact Person

* Copy of Corporate Resolution and minutes with certificate of officer of Bidder as to authority of signatory to bind Bidder is to be signed and dated no earlier than one week before Bid date, and attached to this document.

End

Bidding Requirements, Contract Forms and Conditions of the Contract
NONRESIDENT BIDDER PROVISIONS
Section 00475

CIP ID Number: 2015.030

Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code § 2252.002, as amended:

Is the bidder that is making and submitting this bid a "resident bidder" or a "non-resident bidder"?

Answer: _____

- (1) Texas Resident Bidder - A bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder - A bidder who is not a Texas Resident Bidder.

If the Bidder is a "Nonresident Bidder", does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the bid of a Resident Bidder of that state in order for the nonresident bidder of that state to be awarded a contract on his bid in such state?

Answer: Yes or No Which state? _____

If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a contract on such bid in said state?

Answer: _____

Signature

END

SECTION 01030

ALTERNATES

1.01 DESCRIPTION

- A. This Section identifies each Alternate and describes basic changes to the Work only when that Alternate is made a part of the Work by specific provision in the Agreement.
- B. The Base Bid and Alternate(s) shall include the cost of all supporting elements required so that the combination of the Base Bid and any Alternate(s) shall be complete. The scope of work for all Alternate(s) shall be in accordance with the applicable Drawings and Specifications.
- C. The Owner reserves the right to award none, any one or more (selected in any order), or all of the Alternates in combination with the work covered by the Base Bid. Alternates will not be awarded without awarding the Base Bid.
- D. Failure to quote an amount or the insertion of the words "no bid," "none" or works of similar import, will be considered as not completing the bid for lump sum contract and may constitute disqualification of the entire bid at the Owner's discretion.
- F. Except as otherwise specifically provided, the Work described in Alternates shall be completed with no increase in Contract Time.
- G. This Section includes a scope description of each Alternate. Refer to the specific sections of Divisions 2 - 17 of the Specifications and the Drawings for specific requirements for the Alternates.
- H. Coordinate related Work and modifies surrounding work as required to properly and completely integrate the Alternates into the Work.

1.02 DESCRIPTION OF ALTERNATES

- A. Alternate No. 1: Furnish and Install Milton Roy, MacRoy Series Diaphragm Chemical Metering Pumps
 - 1. Alternative No. 1 shall include furnishing and installing the Milton Roy, MacRoy Series, mechanical actuated diaphragm pumps in lieu of the Siemens/Wallace & Tiernan Encore 700 Series pumps specified in Section S11240. The Milton Roy, MacRoy Series, alternative pumps shall meet the specification requirements of Section S11240.
 - 2. The price included for Alternative No. 1 shall be the price to furnish and install Milton Roy, MacRoy Series, mechanical actuated diaphragm pumps in lieu of the Siemens/Wallace & Tiernan Encore 700 series pumps and local control panels as indicated below.
 - a) **Ferric Sulfate System:** Six (6) mechanical actuated diaphragm pumps and six (6) local control panels.

- b) **Fluorosilicic Acid (Fluoride) System:** Four (4) mechanical actuated diaphragm pumps and four (4) local control panels.
- c) **Sodium Hexametaphosphate (SHMP) System:** Two (2) mechanical actuated diaphragm pumps and four (4) local control panels.

- B. The **Base Bid** shall include the total project cost to furnish and install the Encore 700 series pumps. The **Base Bid With Alternative No. 1** shall modify the Base Bid by excluding the costs to furnish and install the Encore 700 pumps and control panels and replacing that cost with the cost to provide Alternative No. 1: Furnish and Install Milton Roy, MacRoy Series Diaphragm Chemical Metering Pumps, and local control panels as outlined herein.

END OF SECTION