

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

ADDENDUM No. 1

Date November 14, 2012

City of Austin

Project Name North Walnut Creek Bike Trail Improvements

C.I.P. No. 5261.001

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated November 15, 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. Replace Cover of Volume 1 with the attached updated Cover of Volume 1
2. Replace Cover of Volume 2 with the attached updated Cover of Volume 2
3. Replace Cover of Volume 3 with the attached updated Cover of Volume 3
4. Replace Cover of Volume 4 with the attached updated Cover of Volume 4
5. Replace Section 00020 (Invitation for Bids) with the attached revised Section 00020.
6. Replace Section 00300U (Unit Price Bid Form) with the attached revised Section 00300U.
7. Replace Section 00810 (Supplemental General Conditions) with the attached revised Section 00810.
8. Replace Section 00820 (Modifications to Bidding Requirements and Contract Forms) with the attached revised Section 00820.
9. Replace Section SP414S (SP414S Concrete Retaining Walls) with the attached revised Section SP414S.

B. Drawing Revisions:

1. All sheets, remove text below Encotech Engineering Consultants Inc. Logo. The corrected sheets to be provided after contract award.
2. All sheets, change project title to "North Walnut Creek Bike Trail Improvements". The corrected sheets to be provided after contract award.
3. Cover Sheet, north arrow to be added to project vicinity map. The corrected sheet to be provided after contract award.
4. Sheet TP1 (Sheet 35 of 215), change reference to City of Austin Standard Detail 632S-1 to instead refer to City of Austin Standard Detail 623S-1. The corrected sheet to be provided after contract award.
5. Sheet TP6 (Sheet 40 of 215), Change the key notes used in the plan view as follows:
 - a. Key Note "Symbol 6" should be "Symbol 5".
 - b. Key Note "Symbol 5" should be "Symbol 4".
 - c. Key Note "Symbol 4" should be "Symbol 3".

- d. Key Note "Symbol 3" adjacent to trail at Station 24+80 (approximately) should be "Symbol 1"

The corrected sheet to be provided after contract award.

This addendum consists of 39 page(s)/sheet(s).



Approved by OWNER



Approved by ENGINEER/ARCHITECT



END



Parks & Recreation Department

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CITY OF AUSTIN PUBLIC WORKS DEPARTMENT

PROJECT MANUAL Contract Documents and Technical Specifications

VOLUME 1 of 4 - BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT & GENERAL REQUIREMENTS

North Walnut Creek Bike Trail Improvements

C.I.P. PROJECT NO.: 8921-8607-0139

C.I.P. I.D.: 5261.001

Site Plan PERMIT NO.: SPC – 2007-0364C

STP 2002 (109) ESTE

TXDOT CSJ: 0914-04-191

I.F.B. NO.: 6100CLMC395

**CITY OF AUSTIN
Public Works Department
PO Box 1088
Austin, TX 78767**

**November 15, 2012
Addendum 1**



Parks & Recreation Department

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CITY OF AUSTIN PUBLIC WORKS DEPARTMENT

PROJECT MANUAL Contract Documents and Technical Specifications

VOLUME 2 of 4 - Technical Specifications North Walnut Creek Bike Trail Improvements

**C.I.P. PROJECT NO.: 8921-8607-0139
C.I.P. I.D.: 5261.001
Site Plan PERMIT NO.: SPC – 2007-0364C
STP 2002 (109) ESTE
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Parks & Recreation Department

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CITY OF AUSTIN PUBLIC WORKS DEPARTMENT

PROJECT MANUAL Contract Documents and Technical Specifications VOLUME 3 of 4 - MBE/WBE Procurement Program Package

North Walnut Creek Bike Trail Improvements

**C.I.P. PROJECT NO.: 8921-8607-0139
C.I.P. I.D.: 5261.001
Site Plan PERMIT NO.: SPC – 2007-0364C
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Parks & Recreation Department

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**CITY OF AUSTIN
PUBLIC WORKS DEPARTMENT**

**PROJECT MANUAL
Contract Documents and Technical Specifications**

VOLUME 4 of 4 - ROCIP Project Safety Manual

North Walnut Creek Bike Trail Improvements

**C.I.P. PROJECT NO.: 8921-8607-0139
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**November 15, 2012
Addendum 1**

Bidding Requirements, Contract Forms and Conditions of the Contract
INVITATION FOR BIDS
Section 00020

Following is a summary of information for this Project. Bidder is cautioned to refer to other sections of the Project Manual, Drawings and Addenda (Bid Documents) for further details.

The City of Austin, hereafter called OWNER, is requesting sealed written Bids for furnishing all labor, materials, equipment, supervision, and incidentals, and for performing all Work required for the following Project:

North Walnut Creek Bike Trail Improvements

Located at: The trail proceeds in a southeasterly direction from the western trail head at Balcones District Park located in the 12000 block of Amherst Drive, about 0.5 mile (800 m) west of Loop 1 (MoPac) to the trail terminus at Walnut Creek Metropolitan Park located in the 12000 block of North Lamar Boulevard about 0.5 mile (800 m) mile west of I-35.

CIP ID# 5261.001

IFB# 6100CLMC395

The Work consists of: a paved concrete surface 10 feet wide with 2 foot shoulders on each side. The route winds along both banks of Walnut Creek. It follows an existing paved bike trail for approximately 0.75 mile (1.2 km) and in several places follows other unimproved roads and trails for various distances totaling approximately 1 mile (1.6 km). The trail design includes nine pedestrian bridges across drainage courses & Walnut Creek. The 14-foot wide structural steel, cast-in-place concrete & pre-cast concrete bridges will vary in length and will require drilled shafts at some locations. To the greatest extent possible, the route will follow existing contours, but in some places limited grading may be necessary to comply with the maximum slope requirements of the Americans with Disabilities Act and to avoid drainage and erosion problems. There are four locations where prior construction was initiated and halted in the path of the proposed construction and one location where an existing Austin Water Utility sewer line encasement must be re-constructed. The drawings describe which of those existing elements will be re-used and which must be demolished to build this project. In addition, the work consists of the furnishing of insurance, compliance with the Track Allocation Procedure, and providing the Railroad Protection Services as required by the Capital Metropolitan Transportation Authority at the crossing near MoPac Expressway and Park Bend Drive.

Bid Documents may be obtained at One Texas Center, 7th Floor Plan Room 760 upon a deposit of \$100.00 for each set of Bid Documents. Deposit check shall be made payable to City of Austin. Deposit will be refunded upon return of Bid Documents in good condition within two weeks of the time set for opening of Bids.

Sealed Bids will be received at the Contract Management Department, 105 W. Riverside Dr., Suite 210, Austin, Texas 78704 and then publicly opened and read aloud in the **SUITE 210 Conference Room**.

ALL BIDS ARE DUE PRIOR TO (Austin time) November 29, 2012, 10:30 am.

ALL COMPLIANCE PLANS ARE DUE PRIOR TO (Austin time) November 29, 2012, 2:30 pm.

BIDS WILL BE OPENED AT (Austin time) November 29, 2012, 2:30 pm.

ALL BIDS AND COMPLIANCE PLANS NOT RECEIVED PRIOR TO THE DATE AND TIME SET FORTH ABOVE WILL NOT BE ACCEPTED FOR CONSIDERATION. The time stamp clock in **SUITE 210** is the time of record and is verified daily with the local time service (512-476-7744).

All CONTRACTORS must be registered to do business with OWNER prior to submission of a Bid. All Subcontractors must be registered with the OWNER prior to execution of a contract. Prime Contractors are responsible for ensuring that their Subcontractors are registered as vendors with the City of Austin. Registration can be done through the OWNER's on-line Vendor Registration system. Log onto <https://www.ci.austin.tx.us/vss/Advantage> and follow the directions.

All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapter 2-9-A of the City Code, as amended. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) or Disadvantaged Business Enterprises (DBEs) full opportunity to participate in all City contracts. Goals for MBE/WBE or DBE participation are stated for each solicitation. Information on achieving the goals or documenting good faith efforts to achieve the goals are contained in the MBE/WBE Procurement Program Package or DBE Procurement Program Package attached to the solicitation. When goals are established, Bidders are required to complete and return the MBE/WBE or DBE Compliance Plan with their Bid. If a Compliance Plan is not submitted prior to the date and time set forth in the solicitation, the Bid will not be accepted for consideration. (See Section 00820 for MBE/WBE requirements on "no goal" solicitations.)

All Bids shall be accompanied by an acceptable Bid guaranty in an amount of not less than five percent (5%) of the total Bid, as specified in Section 00100, Instructions To Bidders.

Performance and payment bonds when required shall be executed on forms furnished by OWNER. Each bond shall be issued in an amount of one hundred percent (100%) of the Contract Amount by a solvent corporate surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law.

Minimum insurance requirements are specified in Section 00810, Supplemental General Conditions.

Minimum wage rates have been established and are specified in Section 00830, Wage Rates and Payroll Reporting.

Contract Time is of the essence and all Work shall be substantially completed within 365 Calendar Days after date specified in the Notice to Proceed, in accordance with the Bid Form, Section 00300. Final completion shall be achieved within 30 Calendar Days after substantial completion. Liquidated damages are \$1,050 per Calendar Day for failure to substantially complete the work and \$200 per Calendar Day for failure to achieve final completion within 30 Calendar Days after substantial completion, in accordance with the Bid Form, Section 00300.

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 Bid).

A non-mandatory Pre-Bid Conference will be held on November 15, 2012 at 2:00 pm to 3:30pm
(time) (date)

(Austin time) at One Texas Center, Fifth Floor, Room 500; 505 Barton Springs Road, Austin, Texas 78704
(location)

Austin, Texas. Attendance is mandatory unless otherwise stated. Bidders must attend any mandatory Pre-Bid Conference and are encouraged to attend any non-mandatory Pre-Bid Conference to ensure their understanding of Owner's bidding and contracting requirements, particularly MBE/WBE Procurement Program requirements. If the Pre-Bid Conference is mandatory the Bidder must arrive and sign-in within fifteen (15) minutes of the scheduled start time of the meeting, otherwise the Bidder will not be allowed to submit a Bid for the project.

The persons listed below may be contacted for information regarding the Invitation for Bid. If the Bidder contacts any other City employee, including Council Members and members of Boards and Commissions, the Bidder may be found in violation of Ordinance No. 20111110-052, dated November 10, 2011, regarding Anti-Lobbying and Procurement. The text of that Ordinance may be viewed at <http://www.cityofaustin.org/edims/document.cfm?id=161145>.

AUTHORIZED CONTACT PERSONS

PROJECT MANAGER: Richard Duane, telephone: (512)974-7730; email: Richard.Duane@austintexas.gov
CONTRACT COMPLIANCE REP.: Monica Lopez, telephone: (512) 974-7057;
email:monica.lopez@austintexas.gov

END

Bidding Requirements, Contract Forms and Conditions of the Contract
UNIT PRICE BID FORM
Section 00300U

The undersigned, in compliance with the Invitation for Bids for construction of the following Project:

NORTH WALNUT CREEK BIKE TRAIL IMPROVEMENTS

(CIP ID# 5261.001) (IFB# 6100CLMC395)
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 following prices of:

Note: The Bidder will enter the line item subtotal in the "Amount" column below, which is the product of the estimated "Quantity" multiplied by the "Unit Price". Any mathematical errors will be corrected for the purpose of determining the correct Amount to be entered in the Bid Form. The Amounts, including any corrected Amounts, will then be totaled to determine the actual amount of the Bid.

DIVISION 1 (PW)

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
102S-A	7	AC	CLEARING AND GRUBBING		
104S-A	196	LF	REMOVING CONC (CURB AND GUTTER)		
104S-C	2,356	SF	REMOVING CONC (SIDEWALKS)		
110S-A	440	CY	STREET EXCAVATION		
130-T	4,032	CY	Class C (Topsoil), Plan Quantity (4")		
132S-A	440	CY	EMBANKMENT		
340S-B	2,639	SY	Hot Mix Asphaltic Concrete Pavement, 2 inches, Type C		
403S-CY	1,163	CY	Class S Concrete (SLAB)		
420S-A	2,620.00	LF	DRILL SHAFT (30 IN)		
430S-E	414	LF	Concrete Laydown Curb (Excavation)		

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
431S-A	1,545	LF	Machine Laid Portland Cement Concrete Curb and Gutter		
432S-RP-1	2	EA	P.C. Sidewalk Curb Ramp with Pavers (Type I)		
439S	46	EA	Parking Lot Bumper Curbs		
480SNS	50	SF	Concrete Paver Units for Sidewalks, 60 mm		
508S-H18	5	EA	Headwalls, Type FW, 18 In. Dia. Pipe		
508S-H24	2	EA	Headwalls, Type FW, 24 In. Dia. Pipe		
508S-H36	1	EA	Headwalls, Type FW, 36 In. Dia. Pipe		
508S-H48	1	EA	Headwalls, Type FW, 48 In. Dia. Pipe		
509S-1	283	LF	EXCAVATION SAFETY SYSTEMS		
510-AW18	9	LF	RC PIPE (CL III)(18 IN)		
510-AW24	42	LF	RC PIPE (CL III)(24 IN)		
510-AW36	32	LF	RC PIPE (CL III)(36 IN)		
510-AW48	19	LF	RC PIPE (CL III)(48 IN)		
594S-A	18	CY	Gabions, Twisted Woven Wire (GALV)(12 IN)		
604S-C	5,141	SY	Native Seeding for Erosion Control Method, Fiber Mulch		
604S-E	32	SY	Mulch, 3" Hardwood		
606S-B	42	100 LBS	FERTILIZER		
608S-1RO	1	EA	Planting Type, Red Oak, Size in inches, 3"		
608S-1ML	10	EA	Planting Type, Mountain Laurel, Size in inches, 3"		
608S-1MR	2	EA	Planting Type, Mexican Redbud, Size in inches, 3"		

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
609S-C	31,152	SY	Native Grassland Seeding and Planting		
609S-E	36,291	SY	WATERING		
610S-C	10,459	LF	Protective Fencing Type C Other Materials		
623S	2251	SF	Dry Stack Rock Wall		
639S	579	LF	Rock Berm		
641S	12	EA	Stabilized Construction Entrance		
642S	15,832	LF	SILT FENCE FOR EROSION CONTROL		
700S-TM	1	LS	MOBILIZATION		
701S-T6	1,986	LF	TEMPORARY CONSTRUCTION FENCE, 6-FEET, Chain Link		
706S	4,027	LF	Bridge and Culvert Railing, Type PRD-06		
803S-CD	60	CD	BARRICADES, SIGNS AND TRAFFIC HANDLING		
824S	102	EA	Traffic Signs		
829S-ESW	1,193	LF	Type II Bicycle Lane Markings, 4" inches in width, white in color (Solid)(060MIL)		
871S-EBY	12,951	LF	Reflectorized Type II Paint Pavement Markings 4" inches in width, Yellow in color (Broken)(060MIL)		
871S-ESY	4,680	LF	Reflectorized Type II Paint Pavement Markings 4" inches in width, Yellow in color (Solid)(060MIL)		
SP401S-K	563	CY	Drain Aggregate for Retaining Wall		
SP411S	360	SY	Surface Finishes for Concrete		
SP414S-SF	14,335	SF	Class C Concrete (RET WALL)		
SP432S-4	85	SF	CONC SIDEWLKS (4")		

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
SP432S-5	139,580	SF	CONC SIDEWALKS (5")		
SP432S-6	4,761	SF	CONC SIDEWALKS (6")		
SP559S-20	3.00	EA	Precast Concrete Box Culverts, 20 Ft. x 20 Ft.		
SP559S-14	10.00	EA	Precast Concrete Box Culverts, 20 Ft. x 14 Ft.		
SS7211-R	3	EA	REMOVABLE BOLLARD, 6"		
SS890S	1	LS	CAPITAL METRO REQUIREMENTS		
SS6410S	1	LS	TEMPORARY IN-CHANNEL DEWATERING SYSTEM		
SS323413-A	1	EA	PED TRUSS BRIDGE #6A - 14' X 70'		
SS323413-B	1	EA	PED TRUSS BRIDGE #7 - 14' X 200' - MOD		
SS323413-C	1	EA	PED TRUSS BRIDGE #8 - 14' X 180'		
SS323413-D	1	EA	PED TRUSS BRIDGE #9 - 14' X 100'		
SS329300-LO	11	EA	Planting Type, Live Oak, Size in inches 3"		
SS329300-CE	14	EA	Planting Type, Cedar Elm, Size in inches, 3"		

SUBTOTAL DIVISION 1 (PW):\$ _____

DIVISION 2 (AWU)

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
SP559 S-8	9	EA	Precast Concrete Box Culverts, 20 Ft. x 8 Ft.		

SUBTOTAL DIVISION 2 (AWU):\$ _____

TOTAL BID: \$ _____

In the event of a mathematical error, the correct product, determined by using the "Unit Price" and "Quantity", and the correct sum, determined by totaling the correct line item Amounts, will prevail

over the amount entered by the Bidder. The unit prices shown above will be the unit prices used to tabulate the Bid and used in the Contract, if awarded by the City.

Notes:

- For information pertaining to Rolling Owner Controlled Insurance Program (ROCIP), see Sections 00810 and 00820.

Optional Information on Bid Prices Submitted by Computer Printout

In lieu of handwritten unit prices in figures in ink on the Bid forms above, Bidders, at their option, may submit an original computer printout sheet bearing certification by, and signature for, the Bidding firm. The unit prices shown on acceptable printouts will be the unit prices used to tabulate the Bid and used in the Contract if awarded by the City. As a minimum, computer printouts must contain all information and in the format shown on the attached page: "Example of Bid Prices Submitted by Computer Printout" form.

If a computer printout is used, the Bidder must still execute that portion of the unit price Bid form which acknowledges the Bid Guaranty, Time of Completion, Liquidated Damages, and all addenda that may have been issued.

Bids with unit prices by computer printout may be rejected, if:

1. The computer printout does not include the required certification, set forth in the attached "Example".
2. The computer printout is not signed in the name of the firm to whom the Project Manual was issued.
3. The computer printout is non-responsive or otherwise omits required Bid items or includes items not shown on the Bid forms in the Project Manual.
4. The other required Bid documents issued by the City are not fully executed as provided above.
5. The signed Section 00300U is not returned with the signed computer printout.

If the Bid submitted by the Bidder contains both the form furnished by the City, completed according to the instructions, and also a computer printout, completed according to the instructions, unit prices of only one will be considered. In this situation, the unit Bid prices shown on the computer printout will be used to determine the Bid.

BID GUARANTY: A Bid guaranty must be enclosed with this Bid, as required in Section 00020, 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 NINETY (90) 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 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.

The Bid includes all Automobile Liability and Builder's Risk Insurance premiums required to meet the insurance limits in the Supplemental General Conditions and includes all premiums for a Performance Bond and a Payment Bond in the sum of one hundred percent of the Contract Amount. The Bid excludes all costs for the insurance coverages and limits, up to the limits set forth in the Supplemental General Conditions, duplicated by those in the ROCIP, including the costs

for all proposed Subcontractors for such coverages and limits as described in the Supplemental General Conditions, and as calculated in accordance with the Insurance Cost Form, Section 00425.

The Bid also includes the cost to provide and maintain through completion of Work all necessary safety rails, barricades, platforms, fences, covers, and signs necessary to adequately protect and safeguard all vehicular and pedestrian traffic within proximity of the Work. The safety information identified in the Project Safety Manual, and in the Supplemental General Conditions, outlines the minimum safety requirements for the Project. CONTRACTOR shall not limit the amount of effort directed toward its safety program based on the requirements identified in the Project Safety Manual. This program is in addition to CONTRACTOR's existing safety program, not in lieu of that program.

GEOTECHNICAL BASELINE ACKNOWLEDGEMENT: The undersigned bidder certifies that he/she has read and understands the Geotechnical Baseline Report (GBR), 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 Bidder acknowledges and agrees that the GBR represents the contractual statement of the subsurface conditions reasonably anticipated to be encountered during construction. The GBR will be used to evaluate whether subsurface conditions differ materially from those indicated in the GBR.**

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 THREE HUNDRED SIXTY-FIVE (365) Calendar Days after "Notice to Proceed". If a Substantial Completion date has been specified, the Bidder further agrees to reach Final Completion within thirty (30) Working 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 FIFTY DOLLARS (\$1,050.00) 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 Working Day the Work or any portion thereof, remains incomplete after the Final date as established by the above paragraph, "Time of Completion", payment will be due to the OWNER in the amount of Two Hundred dollars (\$200) per Working 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 Bids).

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.

EXAMPLE: BID PRICES SUBMITTED BY COMPUTER PRINTOUT

Project Name:
CIP ID #:
IFB #:

No.	Bid Item #	Bid Item Description	Unit	Qty	Unit Bid Price	Total Amount
Total Bid:						

(YOUR FIRM'S NAME) certifies that the unit prices shown on this completed computer printout for all of the bid items and the alternates contained in this proposal are the unit prices intended and that its Bid will be tabulated using these unit prices and no other information from this printout. (YOUR FIRM'S NAME) acknowledges and agrees that the total bid amount shown will be read as its total bid. In the event of a mathematical error, the correct product, determined by using the "Unit Price" and "Quantity", and the correct sum, determined by totaling the correct line item Amounts, will prevail over the amount entered by the Bidder.

Signed: _____

Title: _____

Date: _____

End

Bidding Requirements, Contract Forms and Conditions of the Contract
SUPPLEMENTAL GENERAL CONDITIONS
Section 00810

The Supplemental General Conditions contained herein amend or supplement the General Conditions, Section 00700.

ARTICLE 1 - DEFINITIONS

Add the following definition:

"1.20 Engineer/Architect (E/A): Add the following:

Name: Susan Scott, PE, Encotech Engineering Consultant, Inc.

Address: 8500 Bluffstone Cove, Suite B-103, Austin Texas 78759

Add the following definitions:

"1.51 Insurance Cost Form - Section 00425 of the Contract, submitted by CONTRACTOR with its Bid, used to notify OWNER of insurance costs not included in CONTRACTOR's Bid as a result of the OWNER providing insurance through ROCIP.

1.52 Payment Form - A form used by the ROCIP Administrator to notify the OWNER's Project Manager that all required insurance information and documentation has been received from CONTRACTOR.

1.53 OWNER's ROCIP Administrator - The insurance broker responsible for administering the OWNER's Rolling Owner Controlled Insurance Program (ROCIP).

1.54 Rolling Owner Controlled Insurance Program (ROCIP) - A specialized insurance program provided by OWNER for specifically identified Capital Improvements Program (CIP) projects."

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Delivery of Agreement, Bonds, Insurance, etc.: Add the following:

"2.1.1 CONTRACTOR shall complete enrollment in the Rolling Owner Controlled Insurance Program (ROCIP) within five (5) Calendar Days after written notification of award of Contract."

2.2 Copies of Documents: Delete 2.2 and replace with the following:

"2.2 **Copies of Documents:** OWNER shall furnish to CONTRACTOR one (1) Project Manual with original signatures, one (1) copy of the executed Project Manual, one (1) set of Drawings and one (1) copy of the Contract Documents in .pdf format.

2.4 Before Starting Construction:

Add the following:

"**.16** A Construction Equipment Emissions Reduction Plan."

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Intent: Add the following:

"3.1.3 Federal Aid - Assurances: To the extent that federal funding has been provided for this Contract, the federal contracting provisions set forth in Section 00810A are made a part of the Contract Documents for all purposes. The provisions of Section 00810A are intended to supplement and will supersede and be controlling over the City's standard 00700 General Conditions and other Contract Document provisions to the extent of any conflict with Section 00810A. The Contractor/Bidder acknowledges and agrees that Contractor/Bidder has the obligation to comply with the attached federal-aid assurances and contract provisions. This Section 3.1.3 will constitute the Contractor's/Bidder's accepted proposal and agreement with respect to the attached federal-aid assurances and contract provisions.

In the event of any ambiguity or inconsistency between the Section 00810A federal aid assurances and the Contract Documents, the federal provision will control to the extent consistent with the overall intent of the Project. If the Contractor/Bidder has any question as to the applicability of a Section 00700 or Section 00810A provision, the Contractor/Bidder shall submit a request for information to the Owner. The Owner will have three (3) business days in which to respond."

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands: Add the following:

"Field Notes and Special Provisions to Easements, where applicable, are attached to Section 00810. All Work associated with Special Provisions to Easements shall be subsidiary to the entire Bid, unless otherwise specified.

Should the actions of the CONTRACTOR, or its Subcontractors, Vendors, or Suppliers, cause the Work to be delayed to the point that the ending date of an easement has been exceeded, the CONTRACTOR shall be responsible to reimburse the OWNER for any additional costs required to extend the period of rights to the easement in order to complete the Work. This delay shall be considered to be any period of time required by the CONTRACTOR to fully and satisfactorily execute the Work that is in addition to the original Contract duration, as modified by any executed Contract change orders."

ARTICLE 5 - BONDS AND INSURANCE

"5.3 Insurance:

5.3.1 CONTRACTOR Provided Insurance

CONTRACTOR shall provide insurance coverages described in paragraph(s) 5.3.1.1 and 5.3.1.2 (and 5.3.1.5 and 5.3.1.6, as required) for all Work required by the Contract through the end of the warranty period (with the exception of Builders' Risk, which is required only until the Work is accepted by OWNER). In addition, CONTRACTOR shall provide insurance coverages described in Paragraph(s) 5.3.1.3 and 5.3.1.4 from Substantial Completion of the Work (in accordance with Section 00700 General Conditions Paragraph 14.11) to the end of the warranty period.

Subcontractors performing Work which involves asbestos, hazardous material or pollution defined as asbestos or any other excluded contractor as described in 5.3.2.1 will not be enrolled in the Rolling Owner Controlled Insurance Program (ROCIP) and must provide insurance as specified in paragraphs 5.3.1.1 through 5.3.1.6.

In the event that the Rolling Owner Controlled Insurance Program (ROCIP) or the coverage it provides to the Project is terminated for any reason, whether prior to the start of Work or any time during the Work, upon thirty (30) days Written Notice from OWNER, CONTRACTOR shall purchase and maintain as minimum the insurance coverages described in Paragraphs 5.3.1.3 and 5.3.1.4, for all Work remaining under the Contract through the end of the warranty period. All insurance secured by CONTRACTOR, Subcontractors and Sub-subcontractors pursuant to OWNER's requirements under this provision shall be in accordance with Article 5 of the General Conditions and paragraph 5.3.1.1 of this section. If CONTRACTOR is required to provide insurance as described in paragraphs 5.3.1.3 and 5.3.1.4, OWNER shall reimburse CONTRACTOR for the reasonable cost of providing the insurance described therein based upon the "Total Cost of Insurance for Base Bid" (plus total of all "Total Cost of Insurance for Alternates" selected by OWNER) as stated by CONTRACTOR in Contract Section 00425 (Insurance Cost Form) pro rated to take into account the Contract Time and Work remaining for performance of CONTRACTOR's obligations under the Contract.

5.3.1.1 General Requirements.

- .1** CONTRACTOR shall carry insurance in the types and amounts indicated below for the duration of the Contract, which shall include items owned by OWNER in the care, custody and control of CONTRACTOR prior to and during construction and warranty period.
- .2** CONTRACTOR must complete and forward the Certificate of Insurance, Section 00650, to OWNER before the Contract is executed as verification of coverage required below. CONTRACTOR shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by OWNER. Approval of insurance by OWNER shall not relieve or decrease the liability of CONTRACTOR hereunder and shall not be construed to be a limitation of liability on the part of CONTRACTOR. CONTRACTOR must also complete and forward the Certificate of Insurance, Section 00650, to OWNER whenever a previously identified policy period has expired as verification of continuing coverage.
- .3** CONTRACTOR's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better, except for hazardous material insurance which shall be written by companies with A.M. Best ratings of A- or better.
- .4** All endorsements naming the OWNER as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate: City of Austin, Contract Management Department, P.O. Box 1088, Austin, Texas 78767.
- .5** The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both OWNER and CONTRACTOR, shall be considered primary coverage as applicable.
- .6** If insurance policies are not written for amounts specified below, CONTRACTOR shall carry Umbrella or Excess Liability Insurance for any

differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

- .7 OWNER shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- .8 OWNER reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by OWNER based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as CONTRACTOR.
- .9 CONTRACTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- .10 CONTRACTOR shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- .11 CONTRACTOR shall provide OWNER thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- .12 If OWNER owned property is being transported or stored off-site by CONTRACTOR, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect OWNER's property.
- .13 The insurance coverages required under this contract are required minimums and are not intended to limit the responsibility or liability of CONTRACTOR.

Delete paragraph 5.3.1.2 in its entirety and replace with the following:

5.3.1.2 Business Automobile Liability Insurance. Provide coverage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements in favor of OWNER:

- a) Waiver of Subrogation endorsement CA 0444;
- b) 30 day Notice of Cancellation endorsement CA 0244; and
- c) Additional Insured endorsement CA 2048.

Provide coverage in the following types and amounts:

- .1 A minimum combined single limit of \$2,000,000 per occurrence for bodily injury and property damage.

Delete paragraph 5.3.1.3 in its entirety and replace with the following:

5.3.1.3 Workers' Compensation And Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). CONTRACTOR shall assure compliance with this Statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to Owner's Representative for every person providing services on the Project as acceptable proof of coverage. The Certificate of Insurance, Section 00650, must be presented as

evidence of coverage for CONTRACTOR. Workers' Compensation Insurance coverage written by the Texas Workers Compensation Fund is acceptable to OWNER. CONTRACTOR's policy shall apply to the State of Texas and include these endorsements in favor of OWNER:

- a) Waiver of Subrogation, form WC 420304; and
- b) 30 day Notice of Cancellation, form WC 420601.

The minimum policy limits for Employers' Liability Insurance coverage shall be as follows:

- .1 \$500,000 bodily injury per accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee.

Delete paragraph 5.3.1.4 in its entirety and replace with the following:

5.3.1.4 Commercial General Liability Insurance. The Policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract and all contracts relative to this Project.
- b) Broad form property damage
- c) Completed Operations/Products Liability for the duration of the warranty period.
- d) Explosion, Collapse and Underground (X, C & U) coverage.
- e) Independent Contractors coverage.
- f) Aggregate limits of insurance per project, endorsement CG 2503.
- g) OWNER listed as an additional insured, endorsement CG 2010.
- h) 30 day notice of cancellation in favor of OWNER, endorsement CG 0205.
- i) Waiver of Transfer of Recovery Against Others in favor of OWNER, endorsement CG 2404.

Provide coverages A&B with minimum limits as follows:

- .1 A combined bodily injury and property damage limit of \$2,000,000 minimum per occurrence and \$4,000,000 minimum aggregate.

5.3.1.5 Builders' Risk Insurance. CONTRACTOR shall maintain Builders' Risk Insurance or Installation Insurance on an all risk physical loss form in the Contract Amount. Coverage shall continue until the Work is accepted by OWNER. OWNER shall be a loss payee on the policy. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

5.3.1.7 Professional Liability Insurance. For Work which requires professional engineering or professional survey services to meet the requirements of the Contract, including but not limited to excavation safety systems, traffic control plans, and construction surveying, the CONTRACTOR or Subcontractors, responsible for performing the professional services shall provide Professional Liability Insurance with a minimum limit of \$500,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed with respect to all professional services provided in due course of the Work of this Contract.

Insert the following paragraph:

5.3.1.8 Railroad Protective Liability insurance with broad form coverage, with Railroad Owner listed as an additional insured, with coverage as follows:

- .1 Minimum \$2,000,000 per occurrence for bodily injury and a minimum of \$2,000,000 per occurrence for property damages or a combined single limit of \$6,000,000.

5.3.2 OWNER Controlled Insurance.

5.3.2.1 OWNER has procured, and will maintain at its own expense a Rolling Owner Controlled Insurance Program (ROCIP) with the following coverage for OWNER, CONTRACTOR, each Subcontractor and their respective Sub-subcontractors while engaged in Work under the Contract. It is not the intent of this ROCIP to cover architects, engineers (not including design/build subcontractors), consultants, vendors, suppliers (who do not perform or subcontract installation), material dealers, guard services, janitorial services, truckers. Moreover, this ROCIP will not provide coverage for:

- .1 Contractors and subcontractors whose main function is abating asbestos or removing hazardous materials and/or waste from the project site;
- .2 Others whose sole function is to transport, pickup, deliver or carry materials, supplies, tools, equipment, parts or other items to or from the project site;
- .3 Any employee(s) of the Contractor or an enrolled subcontractor of any tier that does not work and/or generate payroll at the Project Site

5.3.2.2 Workers' Compensation and Employers' Liability Insurance. All states including monopolistic.

- .1 Workers' Compensation - Statutory Benefits for Texas or state of hire as required by statute.
- .2 Employers' Liability. Limits of \$1,000,000 bodily injury each accident. \$1,000,000 bodily injury by disease, each employee. \$1,000,000 bodily injury by disease, policy limit.
- .3 Endorsements:
 - a) Workers Compensation and Employers Liability Insurance Policy
 - b) Designated Workplaces Exclusion Endorsement
 - c) Voluntary Compensation and Employers Liability Coverage Endorsement
 - d) Waiver of Our Right to Recover From Others Endorsement
 - e) Federal Employers' Liability Act Endorsement
 - f) Longshoremen's and Harbor Workers' Compensation Act
 - g) Maritime Coverage Endorsement
 - h) Sole Proprietors, Partners, Officers and Others Coverage Endorsement
 - i) Sole Agent Endorsement
 - j) Unintentional Error & Omissions
 - k) Knowledge and Notice of Occurrence
 - l) Premium Due Date Endorsement

- m) Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
- n) Notice of Cancellation
- o) Alternate Employer
- p) Deductible Endorsement
- q) Texas Amendatory Endorsement
- r) State Specific Endorsements

5.3.2.3 Commercial General Liability Insurance.

- .1 Limits of Liability:
 - a) \$4,000,000 General Aggregate Limit
 - b) \$4,000,000 Products-Completed Operations Aggregate Limit
 - c) \$2,000,000 Personal and Advertising Injury
 - d) \$2,000,000 Each Occurrence
 - e) \$1,000,000 Damages to Premises Rented to You Limit (Any one premises. Subject to occurrence limit)
 - f) \$10,000 Medical Expense Limit (Any one person. Subject to occurrence limit)
 - g) Aggregate limits will be reinstated annually during the 5-year project period. For 10 Year Completed Operations Extension, the Products Completed Operations Aggregate will be shared with the latest annual policy period during which a policy issued by us was in effect.
- .2 Policy Form. Commercial General Liability Coverage Form CG 00 01 (12/07 Edition).
- .3 Forms:
 - a) Wrap-up Insurance Program – Amendment of Coverage
 - b) Products and Completed Operations Extension – Ten (10) Years – This is part of the Wrap-Up Insurance Program Amendment of Coverage Endorsement
 - c) Texas Changes - Cancellation And Nonrenewal Provisions For Casualty Lines And Commercial Package Policies
 - d) Combined Limits of Insurance – Multiple Policies
 - e) Blanket Additional Insured
 - f) Notice of Occurrence
 - g) Knowledge of Occurrence
 - h) Nonowned Watercraft Amended
 - i) Contractual Liability - Railroads
 - j) Texas Changes – Employment Related Practices Exclusion

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- k) Per Project and Per Location combined Aggregate Limits – With Optional Capped Limits Endorsement
- l) Designated Construction Project(s) General Aggregate Limit and Products-Completed Operations Limit
- m) Unintentional Errors and Omissions Endorsement
- n) Reasonable Force
- o) Bodily Injury Redefined
- p) Waiver of Transfer Rights of Recovery Against Others to Us
- q) Bodily Injury to Co-Employee Coverage
- r) Exclusion – Contractors – Professional Liability
- s) Professional Health Care Services by Employee Coverage
- t) Total Pollution Exclusion With A Building Heating, Cooling and Dehumidifying Equipment Exception And A Hostile Fire Exception
- u) Exclusion – Exterior Insulation And Finish Systems
- v) Silica Exclusion Endorsement
- w) Recording and Distribution of Material or Information in Violation of Law Exclusion
- x) Lead Exclusion
- y) Mold And Mold Related Construction Defect Exclusion
- z) Asbestos Exclusion Endorsement
- aa) Advertisement Redefined
- bb) Joint Defense Endorsement
- cc) Nuclear Energy Liability Exclusion Endorsement
- dd) Non-Cumulation of Liability (Same Occurrence)
- ee) Discrimination Exclusion
- ff) Composite Rate Endorsement
- gg) Deductible – Damages and Supplementary Payments
- hh) Personal and Advertising Injury – Occurrence Redefined
- ii) Stop Gap – Employers Liability Coverage – multiple states
- jj) Sole Agent / First Named Insured is the Sole Agent – per Wrap-up Insurance Program Endorsement
- kk) All State Mandatory Endorsements

5.3.2.4 Umbrella/Excess Liability Insurance.

- .1 \$100,000,000 Each Occurrence
- .2 \$100,000,000 Products-Completed Operations Aggregate
- .3 \$100,000,000 Other Aggregate (Where Applicable)

- .4 Umbrella/Excess includes a Completed Operations Extension period of Ten (10) years.

5.3.2.5 General Provisions.

- .1 Coverage Availability. All insurance specified herein shall be maintained continuously until Substantial Completion of the Project except as provided in Section 5.3.1. All insurance shall provide for OWNER to take occupancy of the Work or any part thereof during the term of said insurance.
- .2 Insurance Policies and Certificates. The Broker and/or Insurers will issue Policies for Worker's Compensation and Binders for General Liability to CONTRACTOR, each Subcontractor and each Sub-subcontractor participating in the ROCIP.
- .3 CONTRACTOR, Subcontractor and Sub-subcontractors agree to comply with the requirements of the ROCIP including enrollment, record keeping, reporting, auditing, and claim requirements.
- .4 The first five thousand dollars (\$5,000) of any insurable general liability property damage loss will be the responsibility of and paid by the CONTRACTOR and deducted from the contract amount.
- .5 Contract Insurance Cost.
 - a) CONTRACTOR agrees not to duplicate or include any portion of their normal insurance cost, including Subcontractor insurance costs, in their Bid or in Change Orders (if any) for the coverages provided by OWNER under paragraphs 5.3.2.2 through 5.3.2.4.
 - b) CONTRACTOR stipulates that the insurance costs as defined in the Insurance Cost Form (Section 00425), submitted with the Bid and part of the Contract, is the amount that would have been included in the Bid if OWNER elected not to provide such coverage.
 - c) CONTRACTOR agrees to the audit conditions specified in the Insurance Cost Form (Section 00425).
 - d) In the event OWNER elects not to include CONTRACTOR's Work under the ROCIP coverages, the insurance amounts reported in the Insurance Cost Form (Section 00425) will be added to the Contract Amount on a pro rated basis.
 - e) CONTRACTOR shall agree to cooperate fully with OWNER's ROCIP Administrator and Project Manager in providing the necessary insurance data and information as required in the Bid Documents and associated documents and submittals furnished and required by OWNER during the duration of the Project or until OWNER furnished coverages are terminated. Failure to provide insurance information or documents/submittals to the OWNER's ROCIP Administrator and OWNER's Representative within specified time periods, by CONTRACTOR, any Subcontractor or Sub-subcontractor will result in withholding of progress payments to CONTRACTOR by OWNER. The Green Form can be withheld due to failure to provide insurance information or documents within specified time periods.
- .6 Governing Conditions. In the event of conflict between Insurance Policy Terms and Conditions and the coverage conditions specified herein, the insurance policies will govern.

.7 CONTRACTOR Furnished Insurance.

a) Automobile Liability Insurance. CONTRACTOR and all Subcontractors, Sub-subcontractors and vendors shall maintain Automobile Liability Insurance as specified in paragraphs 5.3.1.1 and 5.3.1.2, at their own expense. CONTRACTOR must submit Certificates of Insurance for all Subcontractors to OWNER prior to their commencing Work on the Project.

b) Vendors, Suppliers and Haulers Required Insurance

a. Workers' Compensation and Employers' Liability Insurance. Vendors, suppliers, haulers, and other non-ROCIP participants as outlined in 5.3.2.1 shall provide workers' compensation insurance as specified in paragraphs 5.3.1.1 and 5.3.1.3.

This coverage requirement does not apply to motor carriers who are required pursuant to Texas Civil Statutes, Article 6675c to register with the Texas Department of Transportation and to provide accidental insurance coverage pursuant to Texas Civil Statutes, Article 6675c.

This coverage requirement does not apply to sole proprietors, partners, and corporate officers who meet the requirements of the Texas Workers' Compensation Act (Act), Article 406.09(c) and who are explicitly excluded from coverage in accordance with the Act.

b. Automobile Liability Insurance. Vendors, suppliers, haulers and other non-ROCIP participants as outlined in 5.3.2.1 shall provide workers' compensation insurance as specified in paragraphs 5.3.1.1 and 5.3.1.2.

c. Commercial General Liability Insurance. Vendors, suppliers, haulers, and other non-ROCIP participants as outlined in 5.3.2.1 shall provide Commercial General Liability Insurance as specified in paragraphs 5.3.1.1 and 5.3.1.4.

.8 Other Insurance.

a) The ROCIP as outlined herein is intended to afford broad coverage and relatively high limits of liability, but it may not provide all the insurance needed or desired by CONTRACTOR, Subcontractors or Sub-subcontractors. Any insurance or limits of liability greater than those provided by the ROCIP or other coverages which CONTRACTOR, Subcontractors or Sub-subcontractors may be required by Law to carry or may need for its own protection, shall be at their own expense and the cost therefore may not be included in the Bid.

b) If CONTRACTOR chooses to have such policies endorsed to recognize the Project site during the construction period, coverage should be excess and/or Difference In Conditions (DIC) of the OWNER's ROCIP as determined by CONTRACTOR or Subcontractor. OWNER shall be endorsed as additional insured.

c) Any policy of insurance covering CONTRACTOR, any Subcontractor or any Sub-subcontractor for its owned and leased machinery, water craft, vehicles, tools, or equipment (used in connection with the Project) for physical loss or damage shall provide a Waiver of Subrogation Rights against OWNER, Project Manager, if applicable, CONTRACTOR, Subcontractor, or Sub-subcontractor that is insured under the ROCIP, including the employees, agents or assigns of any one of them.

.9 Mutual Waiver of Property Damage and Right of Recovery. To the extent of coverage provided by the Builder's Risk Insurance, OWNER has waived its rights to recover physical damage or loss to its property against CONTRACTOR, Subcontractors and Sub-subcontractors. CONTRACTOR, Subcontractors and Sub-subcontractors shall also waive any and all rights each may have to recover physical damage or loss to

the property of each against OWNER, its designees, E/A, and other contractors engaged in the Project. This waiver of the right of recovery for property damage shall be binding upon any property, automobile or equipment insured in respect to any subrogation rights which such insurer may possess by virtue of any payments of damage or loss. CONTRACTOR, Subcontractors and Sub-subcontractors agree as a condition of performing Work on the Project to execute such documents and coverage described herein and the waiver(s) of subrogation as described herein.

- .10 Certificates of Insurance. CONTRACTOR shall submit three (3) copies of the required Certificates of Insurance (Section 00650) for CONTRACTOR and all Subcontractors and Sub-subcontractors to OWNER prior to their commencing Work on the job site. CONTRACTOR and all Subcontractors and Sub-subcontractors shall provide the following information on the Certificate of Insurance:

Workers' Compensation (off-site)
General Liability (off-site)
Umbrella/Excess Liability (off-site)
Automobile Liability - Primary (CONTRACTOR must provide hired/non-owned)

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

- 6.4 Concerning Subcontractors, Suppliers and Others:** Delete 6.4.7 and replace with the following:

"**6.4.7** CONTRACTOR shall pay each Subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) Calendar Days from the CONTRACTOR's receipt of payment from OWNER. CONTRACTOR shall not withhold retainage payments from any Subcontractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from OWNER. This clause applies to both DBE and non-DBE Subcontractors."

- 6.6 Permits, Fees:** Add the following:

"OWNER will obtain and pay for the following permits, licenses and/or fees:

- .1 Site Development Permit.
- .3 Texas Department of Transportation permit for Work in State rights-of-way.
- .4 Railroad Utility License Agreement."

- 6.7 Laws and Regulations:** Add the following:

"**6.7.4** This Work is subject to the Texas Pollution Discharge Elimination System (TPDES) permitting requirements for the installation and maintenance of temporary and permanent erosion and sediment controls and storm water pollution prevention measures throughout the construction period.

OWNER has prepared a Storm Water Pollution Prevention Plan (SWPPP). Reference Section 01096 for this SWPPP.

OWNER shall file the Owner's Notice of Intent and Notice of Termination to the Texas Commission on Environmental Quality (TCEQ). OWNER shall pay the TPDES storm water application fee.

CONTRACTOR's responsibilities are as follows.

- .1 File a Notice of Intent (NOI) form with the TCEQ at least two (2) days prior to start of construction activity and pay for the permit. Form is available from OWNER or on the Internet at <http://www.tceq.state.tx.us/assets/public/permitting/waterquality/forms/20022.pdf>.

The form shall be mailed or submitted online to the TCEQ. If submitting online, the web address is <https://www6.tceq.state.tx.us/steers/>. If CONTRACTOR has not already registered to use the TCEQ online application submittal service, it will take up to ten (10) Working Days to receive a user name and password. CONTRACTOR shall take this timeframe into consideration if applying online. A Time Extension shall not be granted for this timeframe.

The mailing address is:

Texas Commission on Environmental Quality
Storm Water & General Permits Team; MC-228
P.O. Box 13087
Austin, TX 78711-3087

A copy of the completed Notice of Intent (NOI) form must also be mailed to the local Municipal Separate Storm Sewer Systems (MS4) representative:

TPDES Program Coordinator
City of Austin – WPD – ERM
P.O. Box 1088
Austin, TX 78767

- .2 Obtain a signed certification statement from all Subcontractors responsible for implementing the erosion and sediment control measures. This statement shall indicate that the Subcontractor understands the permit requirements. The certified statement forms shall be attached to and become part of the SWPPP.

- .3 Post a notice near the main entrance of the Work with the following information.

- The TPDES permit number for the Work or a copy of the NOI if a permit number has not yet been assigned,
- The name and telephone number of a local contact person,
- A brief description of the Work, and
- The location of the SWPPP if the site is inactive or does not have an on-site location to store the plan.

If posting this information near a main entrance is infeasible due to safety concerns, the notice must be posted in a local public building. If the Work is linear (pipeline, highway, etc.), the notice must be placed in a publicly accessible location near where construction is actively underway and moved as necessary. For linear Work, multiple postings of the information may be required by OWNER (e.g. postings at both ends of the Work).

- .4 Maintain all erosion and sediment control measures and other protective measures identified in the SWPPP in effective operating condition.

- .5 Perform inspections every five (5) working days and after every ½ inch rainfall event, noting the following observations on an inspection form provided by OWNER:
 - Locations of discharges of sediment or other pollutants from the site.
 - Locations of storm water / erosion / sedimentation controls that are in need of maintenance.
 - Locations of storm water / erosion / sedimentation controls that are not performing, failing to operate, or are inadequate.
 - Locations where additional storm water / erosion / sedimentation controls are needed.
- .6 Maintain at Work site at all times a copy of the SWPPP (with all updates, as described below) and inspection reports.
- .7 Update the SWPPP as necessary to comply with TPDES permitting requirements, which includes noting changes in erosion / sedimentation controls and other best management practices that are part of the SWPPP and which may be necessary due to the results of inspection reports. Any SWPPP revisions or updates must be signed and certified by a Certified Professional in Erosion and Sedimentation Control (CPESC) or a Registered Professional Engineer. If the SWPPP includes engineering calculations, then SWPPP must be sealed and signed by a Registered Professional Engineer.
- .8 File a Notice of Termination with the TCEQ within thirty (30) days of final stabilization on all portions of the Work site. Form is available from OWNER or on the Internet at <http://www.tceq.state.tx.us/assets/public/permitting/waterquality/forms/20023.pdf>.
The NOT shall be mailed to:
Storm Water & General Permits Team; MC-228
P.O. Box 13087
Austin, TX 78711-3087
(512) 239-4671
- .9 Upon completion of the Work, provide TPDES records to OWNER."

6.11 Safety and Protection: Add the following to paragraph 6.11.2:

"6.11.2 CONTRACTOR shall comply with all provisions of the "Project Safety Manual" provided by OWNER as part of its insurance coverage program under the Rolling Owner Controlled Insurance Program (ROCIP). This program is in addition to CONTRACTOR's existing safety program, not in lieu of that program."

6.11 Safety and Protection: Add the following to paragraph 6.11.3:

"6.11.3 At the minimum, the safety representative will be certified in personal protective equipment, hazard communication, demolition and blasting, trench/excavation, hand and power tools, welding/cutting, cranes/derricks/hoists/conveyors/, scaffolding, confined space, CPR and first aid."

6.11 Safety and Protection: Add the following paragraph 6.11.7:

"6.11.7 If the Contractor fails to carry out the Work in accordance with the Contract Documents so that a safety violation has occurred, the Owner may order the

Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work under this paragraph shall not give rise to a duty on the part of the Owner to supervise the Contractor's Work or to control the Contractor's means and methods or to exercise this right for the benefit of the Contractor or any other person or entity. All time lost due to Project shut down will be the Contractor's sole responsibility, will be charged against the Contract Time, and the Contractor will be responsible for any and all expenses incurred. This provision is in addition to and supplemental to the applicable provisions of the Project's ROCIP Safety Manual."

ARTICLE 11 - CHANGE OF CONTRACT AMOUNT

11.4 Determination of Value of Work: Add the following to paragraph 11.4.1.2:

"11.4.1.2 The R.S. Means Co., Inc. 'Building Construction Cost Data' - latest edition - shall be used as a basis for evaluating the cost of labor, material and equipment to be incorporated in the Work and the cost of tools, equipment and facilities necessary to accomplish the Work described in the change. The costs of payroll taxes and insurance, Liability and Builder's Risk Insurance, and bonds shall be calculated as follows:

- Payroll taxes and Workers' Compensation Insurance <25% of payroll (14.65% of payroll for ROCIP Projects)>
- Liability and Builder's Risk Insurance <2% of total costs (.034% of total costs for ROCIP Projects)>
- Performance and Payment Bond according to the following table:

<u>DOLLAR VALUE OF CONTRACT</u>	<u>% OF TOTAL COST OF CHANGE ORDER ADDED FOR BOND EXPENSE</u>
100,000 or less	2.5
100,001 thru 500,000	1.5
500,001 thru 2,500,000	1.0
2,500,001 thru 5,000,000	0.75
5,000,001 thru 7,500,000	0.70
OVER 7,500,000	0.65

Overhead and profit shall be calculated as follows:

- For Subcontractors and for those portions of the Work performed by CONTRACTOR's own forces:
15% of the first \$10,000.00 of costs.
10% of the balance over \$10,000.00.
- For the CONTRACTOR for Work performed by Subcontractors:
10% of the first \$10,000.00 of costs.
7.5% of the balance over \$10,000.00.

The total costs for the change, whether additive or deductive shall be the sum total of:

- cost of labor, material and equipment.
- cost of tools, equipment and facilities.
- cost of payroll taxes and insurance, Liability and Builder's Risk Insurance, and bonds.
- overhead and profit (for additive changes only)."

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.3 Tests and Inspections: Delete 13.3.1 thru 13.3.5 and replace with the following:

13.3.1 "CONTRACTOR shall give timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.3.2 OWNER shall employ and pay for services of an independent testing laboratory to perform all inspections, tests or approvals required by the Contract Documents except:

- .1 for inspections, tests or approvals covered by paragraphs 13.3.3 and 13.3.4 below;
- .2 that costs incurred for tests or inspections conducted pursuant to paragraph 13.4.3 shall be paid as provided in paragraph 13.4.3;
- .3 for reinspecting or retesting defective Work, including any associated costs incurred by the testing laboratory for cancelled tests or standby time; and
- .4 as otherwise specifically provided in the Contract Documents.

13.3.3 If laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith and furnish Owner's Representative the required certificates of inspection or approval.

13.3.4 CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and E/A's review of submittals covering materials, equipment, and mix designs to be incorporated in the Work.

13.3.5 All testing laboratories shall meet the requirements of ASTM E-329."

13.7 Warranty Period: Add the following:

"**13.7.5** OWNER will utilize a "Warranty Item Form" (attached at the end of this Section) for the purpose of providing Written Notice of warranty defects to CONTRACTOR. CONTRACTOR shall date, sign, complete and return the form to OWNER when the defect is corrected, including such information on or attached to the form to describe the nature of the repairs or corrections that

were made. If the defect cannot be corrected in seven (7) Calendar Days, CONTRACTOR shall provide a written explanation to the Owner's Representative describing the repairs needed and the time required to complete the repairs."

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Application for Progress Payment: Delete 14.1.1 and replace with the following:

"**14.1.1 Super Prompt Payment Program.** In the event that the Project is included in the Super Prompt Payment Program, CONTRACTOR is required to submit, at least ten (10) business days prior to submitting its first Application for Payment, the necessary information required to receive electronic payments from the OWNER. Super Prompt Payment Program payments will be made to the CONTRACTOR via electronic payment and the CONTRACTOR will use best efforts to expedite payment to the eligible Subcontractors. Under the Super Prompt Payment Program, OWNER will pay CONTRACTOR on the first and third Monday of each month. Three (3) business days prior to the first or third Monday of each month, CONTRACTOR shall submit an Application for Payment to Owner's Representative for review and approval. The Application for payment must be in a form acceptable to OWNER, filled out and signed by CONTRACTOR, covering the Work complete as of the date of the Pay Application and accompanied by such supporting documentation as is required by the Contract Documents. If requested by an eligible Super Prompt Payment subcontractor, three (3) business days prior to the succeeding first or third Monday of the month, CONTRACTOR shall submit to Owner's Representative for review and approval, an additional Application for Payment in a form acceptable to OWNER, filled out and signed by CONTRACTOR, covering the portion of the Work complete as of the date of the additional Application for Payment (excluding any costs previously submitted) and accompanied by such supporting documentation as is required by the Contract Documents."

Delete 14.1.6.2 and replace with the following:

".2 bi-monthly subcontractor reports for Standard and Supplemental Pay Applications."

14.1 Application for Progress Payment: Delete 14.1.5 and replace with the following:

".5 Retainage will not be withheld on federally funded projects."

14.1 Application for Progress Payment: Delete 14.1.6.3 and replace with the following:

".3 Contract time statement form signed by CONTRACTOR and Owner's Representative. If CONTRACTOR does not agree with the number of accumulated days charged, CONTRACTOR shall file a Claim in accordance with Article 16.1, Filing of Claims."

".4 Payroll Authorization and Certificates of Insurance. CONTRACTOR shall provide monthly payroll reports (including CONTRACTOR and all Subcontractors and Sub-subcontractors) to the ROCIP Insurance Administrator on forms provided by the ROCIP Administrator or on other mutually agreed upon forms. In addition, Contractor shall assure that current certificates of insurance are provided as necessary for CONTRACTOR and all Subcontractors and Sub-subcontractors. A Payment Form signed by the ROCIP Administrator shall be submitted with each

Application for Payment. Failure to submit this form will result in withholding of payment. The ROCIP Insurance Administrator will generate the Payment Form upon receipt of the monthly payroll report and required certificates of insurance."

14.4 Decisions to Withhold Payment:

Reference 14.4.1; add the following:

- “.16 failure of CONTRACTOR to meet the ROCIP and/or Safety Program requirements.
- .17 property damage losses that are the responsibility of the CONTRACTOR (reference section 00810, 5.3.2.5.4)"

14.7 Substantial Completion:

Add the following:

- "14.7.3** For Trail construction, Substantial Completion means that the Work, including the final surface course, all permanent traffic control devices (pavement markings, signs, etc.), substantial clean-up, landscape, and punchlist items have been completed, accepted, and placed into service.

14.8 Partial Utilization: Delete 14.8.1 and replace with the following (changes to the original text are identified by underlining):

- “.1 OWNER at any time may request CONTRACTOR to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to Owner's Representative that such part of the Work is substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is substantially complete for the purpose of payment and what Work remains to be done on the portion being accepted. CONTRACTOR at any time may notify Owner's Representative that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted. The provisions of paragraphs 14.7.1 and 14.7.2 will apply with respect to the notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted."

14.10 Final Application for Payment: Add the following paragraph(s) to 14.10:

- “.10 Documentation required by the ROCIP."
- “.11 TPDES records in accordance with 6.7.4."

14.11 Final Payment and Acceptance:

Add the following to paragraph 14.11.1:

"If the Contract Documents require the maintenance of any trees and tree support infrastructure for two (2) years following Final Completion, the CONTRACTOR may execute a zero-cost "Tree Maintenance Change Order" for such Work and post fiscal security acceptable to OWNER to ensure completion of the tree maintenance. The fiscal security will be a bond, letter of credit, or cash escrow in a form promulgated by OWNER and posted with OWNER's Parks and Recreation Department. If the CONTRACTOR does not complete the tree maintenance work as required, the OWNER, at its option, may complete the Work using the posted fiscal security."

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.3 Owner May Terminate with Cause: Add the following paragraph to 15.3.1:

“.8 if CONTRACTOR fails to meet the ROCIP and/or Safety Program requirements;”

WARRANTY ITEM NO. _____ (PROJECT NAME)
The General Conditions of the Contract require that Warranty Defects be corrected within 7 days after written notice is received.

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

ATTENTION OF: _____

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

PROJECT: _____
name / location / CIP ID number

END OF ONE YEAR WARRANTY: _____

SUBJECT: _____

- If checked, the damage requires immediate attention. The Contractor has been called.
- If checked, the Consultant has been asked to consult with the Contractor on the problem.

PLEASE CORRECT OR REPAIR THE FOLLOWING ITEM(S):

DATE OF REQUEST _____ **SIGNATURE** _____
Project Manager

- XC:
- _____ Phone No. _____
 - _____ Phone No. _____
 - _____ Phone No. _____
 - _____ Phone No. _____

RESPONSE FROM CONTRACTOR: DATE CORRECTION WAS MADE: _____

The Contractor must endeavor to correct the defect within 7 calendar days after written notice is given. If the defect cannot be corrected in that time, Contractor shall provide a written explanation to the Owner's Representative describing the repairs needed and the time required to complete the repairs.

Description of corrections made:

DATE OF REPLY _____ **SIGNATURE** _____

When the repair is complete, the contractor should return a copy to each of the following:

- _____ Phone No. _____

END

Bidding Requirements, Contract Forms and Conditions of the Contract
MODIFICATIONS TO BIDDING REQUIREMENTS AND CONTRACT FORMS
Section 00820

SECTION 00100 – INSTRUCTIONS TO BIDDERS

7. Submission of Bid

Delete Section 7(i) regarding Nonresident Bidders Provisions (Section 00475) as that language is not applicable to this project and replace with the following:

Add: "7(i) One copy of Standard Federal-Aid Assurances (Section 00810A), pages 1, 2, 3, 4, 5 and 8, complete and signed."

11. Submission of Post Bid Information

Add: "4. One copy of Standard Federal-Aid Assurances (Section 00810A), pages 6 and 7 completed and signed."

13. Partnering

Delete Section 13, Partnering, and replace with the following:

"13. Partnering

To complete this Work most beneficially for all parties, OWNER desires to form a Partnering Team among OWNER, E/A, CONTRACTOR, and Subcontractor(s). This relationship will draw on the strength of all parties to identify and achieve mutual goals. The objectives are effective and efficient Contract performance, intended to achieve completion within budget, on schedule, and in accordance with the Drawings and Specifications. The partnering relationship will be multilateral in makeup and participation will be totally voluntary. Refer to Section 01100, Special Project Procedures, and/or Section 01200, Project Meetings, for clarification of the intents and responsibilities of the persons and entities entering into the partnering charter."

Delete Section 14, ROCIP Requirements, and replace with the following:

"14. ROCIP Requirements

CONTRACTOR will be required to comply with the provisions of the 'Construction Safety Act' and the 'Occupational Safety and Health Act of 1970' as amended, as well as all other applicable Federal, State, and local requirements. CONTRACTOR will be required to comply with all provisions of the "Project Safety Manual" provided by OWNER as part of its insurance coverage program under the Rolling Owner Controlled Insurance Program (ROCIP) as set forth in the Supplemental General Conditions. This program is in addition to CONTRACTOR's existing safety program, not in lieu of that program.

Insurance. OWNER has procured and will maintain at its own expense an Owner Controlled Insurance Policy under a Rolling Owner Controlled Insurance Program (ROCIP) with the coverages defined in Section 00810, Supplemental General Conditions, for OWNER and eligible contractors (regardless of tier) while engaged in the Work. The bidder must exclude from the Bid all costs for insurance coverages and limits up to the limits set forth in the Supplemental General Conditions duplicated by those in the ROCIP, including the costs for all proposed Subcontractors for such coverages and limits. As set forth in the Supplemental General Conditions, the bidder must report the costs excluded on the Insurance Cost Form,

Modifications to Bidding Requirements And Contract Forms / 00820

Section 00425. The bidder may include in its Bid all costs for Automobile Liability Insurance and other coverage required by OWNER for the limits described in the Supplemental General Conditions, including the cost for all proposed Subcontractors' Automobile Liability Insurance and other coverages required by OWNER. The Certificate of Insurance for Automobile Liability Insurance to be provided by CONTRACTOR shall be issued on the Certificate of Insurance, Section 00650."

SECTION 00830 – WAGE RATES AND PAYROLL REPORTING

Reference paragraph 4. (b); delete the second sentence and replace with the following:

"Contractor shall provide copies of payroll records to Owner on a weekly basis."

END

**SPECIAL PROVISION TO
Standard Specification Item No. 414S Concrete Retaining Wall (Version 11/13/07)**

For this project Item No. 414S Concrete Retaining Wall of the City of Austin Standard Technical Specifications is hereby amended with respect to the clauses cited below. No other clauses or requirements of this Section of the City of Austin Standard Specifications are waived or changed.

414S.5 Measurement

Delete this section in its entirety and replace it with the following:

“Accepted cast-in-place or Precast Portland cement concrete work as prescribed by this item will be measured by the square foot of exposed vertical surface.”

414.6 Payment

Delete the first sentence of this section and replace with the following sentence:

“The cast-in-place or Precast Portland cement concrete work performed as prescribed by this item will be paid for at the unit bid price per square foot of exposed vertical surface.”

Add the following pay item:

“**Pay Item No. SP414S-SF:** Cast-in-place Portland Cement Concrete Retaining Wall,
Including Reinforcement - Per Square Foot”

End