ADDENDUM No. 2

Date July 9, 2013

City of Austin

Project Name MARY MOORE SEARIGHT PARK PARKING LOT RE-BID

C.I.P. No. 6583.003

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated July 1, 2013. Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

A. Project Manual Revisions: 300U – Replace in it's entirety with the attached 300U. Bid Items under 608S specified by tree type for clarity (Page 2).

B. Drawing Revisions: N/A

This addendum consists of 8 pages.

Approved by OWNER

Approved by ENGINEER/ARCHITECT

STATE OF TEXAS
KENNETH W. LEAGUE
72349
REGISTERED PROFESSIONAL ENGINEER

7/9/13

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:

MARY MOORE SEARIGHT PARK PARKING LOT Re-Bid

(CIP ID# 6583.003) (IFB# 6100 CLMC408A) 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.

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
111S-A	308	CY	EXCAVATION	$_____	$_____
210S-A	259	CY	FLEX BASE, 8 INCHES	$_____	$_____
340S-B	1,067	SY	HOT MIX ASPHALTIC CONCRETE PAVEMENT, 1.5 INCHES, TYPE C	$_____	$_____
430S-A	368	LF	P.C. CONCRETE CURB AND GUTTER (EXCAVATION)	$_____	$_____
430S-E	131	LF	P.C. CONCRETE LAYDOWN CURB (EXCAVATION)	$_____	$_____
432S-4	1,535	SF	NEW P.C. CONCRETE SIDEWALK, 4 INCH THICKNESS (EXCAVATION)	$_____	$_____

STATE OF TEXAS
KENNETH W. LEAGUE
72349
REGISTERED PROFESSIONAL ENGINEER

Kenneth W. League
7/9/13

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
433S-C	997	SF	TYPE II P.C. CONCRETE DRIVEWAY	$_____	$_____
439S	6	EA	PARKING LOT BUMPER CURBS	$_____	$_____
510-AW1.5	5	LF	PIPE, 1.5" DIA., COPPER TYPE, ALL DEPTHS, (EXCAVATION AND BACKFILL	$_____	$_____
604S-E	185	SY	MULCH	$_____	$_____
608S-1CO	3	EA	PLANTING TYPE CHINQUAPIN OAK, 3 INCHES	$_____	$_____
608S-1WM	1	EA	PLANTING TYPE WAX MYRTLE, 3 INCHES	$_____	$_____
608S-1LO	1	EA	PLANTING TYPE LIVE OAK, 3 INCHES	$_____	$_____
608S-1MWO	7	EA	PLANTING TYPE MEXICAN WHITE OAK, 3 INCHES	$_____	$_____
608S-1TRB	6	EA	PLANTING TYPE TEXAS RED BUD, 2 INCHES	$_____	$_____
608S-2	1	LS	IRRIGATION SYSTEM, TEMPORARY UNDERGROUND	$_____	$_____
609S-C	985	SY	NATIVE GRASSLAND SEEDING AND PLANTING	$_____	$_____
610S-A	30	LF	PROTECTIVE FENCING TYPE A CHAIN LINK FENCE (TYPICAL APPLICATION-HIGH DAMAGE POTENTIAL)	$_____	$_____

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
628S-D	2	EA	FILTER CURB INLET PROTECTION (EXISTING INLET)	$_____	$_____
641S	1	EA	STABILIZED CONSTRUCTION ENTRANCE	$_____	$_____
642S	740	LF	SILT FENCE FOR EROSION CONTROL	$_____	$_____
702S-G	170	LF	REMOVING AND RELOCATING EXISTING WIRE FENCE	$_____	$_____
803S-MO	2	MO	BARRICADES, SIGNS, AND TRAFFIC HANDLING	$_____	$_____
860S-AW	396	LF	PAVEMENT MARKINGS PAINT, 4 INCHES, WHITE IN COLOR	$_____	$_____
860S-AY	191	LF	PAVEMENT MARKINGS PAINT, 4 INCHES, YELLOW IN COLOR	$_____	$_____
872S-C	1	EA	PREFABRICATED PAVEMENT MARKINGS, HANDICAPPED SYMBOL, BLUE IN COLOR	$_____	$_____
SP701S-B	2	EA	BOLLARD	$_____	$_____
SP701S-BL	1	EA	BOLLARD (LOCKING)	$_____	$_____
SP701S-BBR	10	EA	BOLLARD (WITH BIKE RACK)	$_____	$_____

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
SP824S-NP	1	EA	"NO PARKING ANY TIME" SIGN	$_____	$_____
SP824S-RP	1	EA	"RESERVED" PARKING SIGN	$_____	$_____
SP824S-VA	1	EA	"VAN ACCESSIBLE" SIGN	$_____	$_____

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.

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 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 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 (60) 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.

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 **Ninety (90) Calendar** Days. **If a Substantial Completion date has been specified, the Bidder further agrees to reach Final Completion within Ten (10) 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** 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 Two Hundred Fifty dollars ($250.00) 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 Calendar 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 Fifty dollars ($250.00) 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 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

(Seal)

_____
Bidder

_____
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 #:

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