

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

ADDENDUM No. 03

Date MARCH 1, 2013

City of Austin

Project Name SHAW LANE LIME RESIDUAL DISPOSAL FACILITY OVERALL SITE PLAN

C.I.P. No. 8702.003

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated JANUARY 21, 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:

- a. Remove Section 00020 in its entirety and replace with the attached revised Section 00020.
- b. Remove Section 00300u in its entirety and replace with the attached revised Section 00300u.

B. Drawing Revisions:

NONE.

This addendum consists of 13 pages.

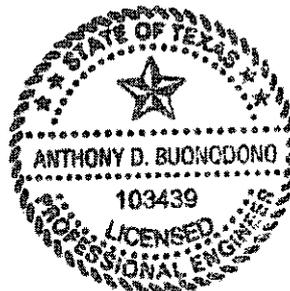


Approved by OWNER



Approved by ENGINEER/ARCHITECT
Anthony D. Buonodono, P.E., PMP, TBPE Firm# 13

END



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:

Shaw Lane Lime Residuals Disposal Facility Overall Site Plan

Located at: 5006 Shaw Lane/5001 McKinney Falls Pkwy

CIP ID# 8702.003

IFB# 6100 CLMC412

The Work consists of construction of items identified as Contract 1 which includes approximately 1,000 LF of 24 FT high levee with 4:1 side-slopes, 20-ft wide top; 1,350 LF of 30-FT road, with 2 concrete drives and two concrete dump pads, approximately 1,600 LF of 6-INCH water line, with two branches with RPZ and hose bibs and one truck wash station, including one 6-INCH standard fire hydrant and RPZ; 100 LF of 12-INCH RCP, 215 LF of 18-INCH RCP, 558 LF of 24-INCH RCP, and other work as described in this project manual, drawing and addenda.

Bid Documents may be obtained at One Texas Center, 505 Barton Springs Road, 7th Floor File Room, Austin, TX 78704 upon a deposit of \$ 50 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 **SUITE 210**, Contract and Land Management Department, One Texas Center, 105 W. Riverside Drive, Austin, Texas 78704 and then publicly opened and read aloud in the **SUITE 210 Conference Room**.

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) 10:00 a.m. on March 14, 2013, Thursday.

ALL COMPLIANCE PLANS ARE DUE PRIOR TO (Austin time) 2:00 p.m. on March 14, 2013, Thursday.

BIDS WILL BE OPENED AT (Austin time) 2:00 p.m. on March 14, 2013, Thursday.

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 the **SUITE 210** Reception Area 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 \$250 per Calendar Day for failure to substantially complete the work and \$160 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 mandatory Pre-Bid Conference will be held on Friday, February 1, 2013 at 2:00 pm
(date) (time)

(Austin time) at Waller Creek Center (625 E. 10th Street), Room 104
(location)

Austin, Texas. 78701 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. 20071206-045, dated December 6, 2007, regarding Anti-Lobbying and Procurement. The text of that Ordinance may be viewed at <http://www.cityofaustin.org/edims/document.cfm?id=111624>.

AUTHORIZED CONTACT PERSONS

PROJECT MANAGER: Tony Krauss telephone (512) 974-7138 email tony.krauss@austintexas.gov

CONTRACT COMPLIANCE REP.: Kitty Tunnell telephone (512) 974-7055
email kitty.tunnell@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: SHAW LANE LIME RESIDUAL DISPOSAL FACILITY OVERALL SITE PLAN

(CIP ID# 8702.003) (IFB# 6100 CLMC412) 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
102S- A	1.73	AC	Clearing and Grubbing Prepare right-of-way, 50' Width	\$ _____	\$ _____
104S- B	106,370	SF	Remove P.C. Concrete Slab	\$ _____	\$ _____
111S- A- Swale	225	CY	Excavation 30' Wide Swale with 5:1 Side Slopes	\$ _____	\$ _____
120S- A	1,910	CY	Channel Excavation 80' Wide Conveyance Channel with 4:1 Side Slopes.	\$ _____	\$ _____
130S- B	15,642	CY	Borrow 12" Thick Clay Fill for West Pit	\$ _____	\$ _____

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
130S-T	15,642	CY	Borrow 12" Thick Topsoil for West Pit (Plan Quantity)	\$ _____	\$ _____
132S-A-4:1	62,750	CY	Embankment Perimeter Access Road/Levee 4:1 SS (On-site materials)	\$ _____	\$ _____
132S-A-Clay	15,642	CY	Embankment 12" Thick Clay Fill for West Pit (On-site materials)	\$ _____	\$ _____
132S-A-Top Soil	15,642	CY	Embankment 12" Top Soil Fill for West Pit (Off-site materials)	\$ _____	\$ _____
210S-A	2,650	CY	Flexible Base 8"	\$ _____	\$ _____
340S-B	8,624	SY	Hot Mix Asphaltic Concrete Pavement, 3 Inches, Type HMAC. 30' width Access Road	\$ _____	\$ _____
360S-A-10	1,714	SY	Concrete Pavement, 10", Two Drives	\$ _____	\$ _____
360S-A-4	17	SY	Concrete Pavement, Splash Pad for hose bib	\$ _____	\$ _____
403S-CY	362	CY	Concrete for Structures Concrete Dump Pad and Apron	\$ _____	\$ _____

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
420S-A	600	LF	Drilled Shaft, 2' Dia. Concrete Pier for Dump Pads - 40'	\$ _____	\$ _____
436S	6,000	SF	P.C. Concrete Valley Gutters for Conveyance Channel	\$ _____	\$ _____
506S-MSW-4	3	EA	Standard Pre-cast Manhole w/Pre-cast Base, 4' Dia.	\$ _____	\$ _____
506S-MSW-5	1	EA	Standard Pre-cast Manhole w/Pre-cast Base, 5' Dia.	\$ _____	\$ _____
508S-SET	2	EA	Safety End Treatment, Type Safety End Treatment, Size 18"	\$ _____	\$ _____
508S-H	1	EA	Headwalls, Type Gabion Energy Dissipator, 24" Dia.	\$ _____	\$ _____
509S-1	3,677	LF	Trench Excavation Safety Protective Systems, (all depths)	\$ _____	\$ _____
510-ASD 12" Dia.	100	LF	Pipe, 12" Dia. RCP	\$ _____	\$ _____
510-ASD 18" Dia.	215	LF	Pipe, 18" Dia. RCP	\$ _____	\$ _____

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
510- ASD 24" Dia.	558	LF	Pipe, 24" Dia. RCP	\$ _____	\$ _____
510- ISD	2	EA	Tie Existing 8" PVC line to 18" RCP and Manhole	\$ _____	\$ _____
510- AWRJ 6" Dia.	2,804	LF	Factory Restrained Joint Pipe, 6" Dia., Class 350 Ductile Iron, (all depths) including Excavation and Backfill	\$ _____	\$ _____
510- JW 6"x6" Dia.	2	EA	Wet Connections, 6" Dia. x 6" Dia.	\$ _____	\$ _____
510- KW	1.1	TN	Ductile Iron Fittings	\$ _____	\$ _____
510- LW	4	EA	Hose Bib including Riser Pipe and Fittings	\$ _____	\$ _____
511S- A	3	EA	Valves, Gate Valve Type, 6" Diameter	\$ _____	\$ _____
511S- B	1	EA	Fire Hydrant	\$ _____	\$ _____

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
511S-C-2	3	EA	Reduced Pressure Zone Valves, 2"	\$ _____	\$ _____
511S-C-4	1	EA	Reduced Pressure Zone Valves, 4"	\$ _____	\$ _____
511S-C-6	1	EA	Reduced Pressure Zone Valves, 6"	\$ _____	\$ _____
591S-A	315	SY	Riprap for Slope Protection, Conveyance Channel Ends	\$ _____	\$ _____
610S-A	2290	LF	Preservation of Trees And Other Vegetation	\$ _____	\$ _____
610S-R	63	EA	Preservation of Trees And Other Vegetation	\$ _____	\$ _____
641S	2	EA	Stabilized Construction Entrance	\$ _____	\$ _____
642S	7,000	LF	Silt Fence for Erosion Control	\$ _____	\$ _____
700S-TM	1	LS	Total Mobilization Payment	\$ _____	\$ _____
SP604 S-C	3,342	SY	Seeding for Erosion Control Right-of-way	\$ _____	\$ _____

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
SP604 S-D	38	AC	Seeding for Erosion Control Levee and West Pit	\$ _____	\$ _____
SP609 S-RC	7.0	AC	Riparian Corridor Planting	\$ _____	\$ _____
SS237 0-A	640	SY	Permanent Soil Erosion Control Mat	\$ _____	\$ _____
S-001	3	EA	Dump Pad Wheel Stop/Bumper	\$ _____	\$ _____
00819	1	LS	Security Requirements	\$ _____	\$ _____

BASE BID: \$ _____

ALTERNATE 1

Contractor shall adjust sequence of construction to allow for no access or work to be performed on the portion of the Far West Pit occupied by Lauren Concrete starting from the Notice to Proceed and continuing for up to **90 CALENDAR DAYS**. This alternate shall cover any and all costs associated with schedule and/or sequence changes resulting from having access restricted for a portion of the project site. Additional days will be added to the contract for time lost as a result of this alternate.

\$ _____

TOTAL BID (BASE BID PLUS ALTERNATE 1): \$ _____

ALTERNATE 2

Contractor shall adjust sequence of construction to allow for no access or work to be performed on the portion of the Far West Pit occupied by Lauren Concrete starting from the Notice to Proceed and continuing for up to **180 CALENDAR DAYS**. This alternate shall cover any and all costs associated with schedule and/or sequence changes resulting from having access restricted for a portion of the project site. Additional days will be added to the contract for time lost as a result of this alternate.

\$ _____

TOTAL BID (BASE BID PLUS ALTERNATE 2): \$ _____

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 Bid alternate prioritization, see Section 00820.
- For a more detailed explanation of Bid alternates, see Section 01030.

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 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 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 three hundred sixty-five (365) 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 and 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 two-hundred and fifty dollars (\$ 250) 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 one hundred and sixty dollars (\$ 160) 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

Bidder

(Seal)

Authorized Signature

Title

Date

Address

Telephone Number / FAX Number

Email Address

* 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