

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

ADDENDUM No. 2

Date **March 11, 2014**
City of Austin
Project Name **Seaholm Street Improvements**
C.I.P. No. **7328.006**

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated February 17, 2014. 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. *Table of Contents – Remove Spec Section 16120S - Wiring*
2. *Section 00020 Invitation for Bids: Delete the following paragraph beginning with: "Contract Time is of the essence. . . a day will be assessed in accordance with the Bid Form, Section 0300."*
3. *Section 00020 Invitation for Bids: Insert the following paragraph: Contract Time is of the essence and all Work shall be substantially completed within four hundred and Seventy-Eight (478) Calendar Days after date specified in the Notice to Proceed, in accordance with the Bid Form, Section 00300. As indicated in Section 01310, Schedules and Reports, there are two completion milestones in the schedule. The first milestone being "Trader Joes Access to Parking Garage." This milestone includes completion of all utilities below Seaholm Drive, 3rd Street, and West Avenue, the retaining wall along Seaholm drive, curb/gutter/paving of Seaholm Drive, Third Street curb/gutter/paving from 10+00 to 13+50, intersection at 3rd street and Seaholm Drive, and West Avenue curb/gutter/paving from 10+00 to 15+50, and all south lawn utilities. This milestone must be reached within 173 Calendar Days from Notice To Proceed. Substantial Completion must be reached within 478 Calendar Days from Notice to Proceed. If any completion milestone (Trader Joes Access to Parking Garage, or Substantial Completion) are not met, the liquidated damages are: two thousand eight hundred twenty four dollars and thirty three cents (\$2,824.33) per day for the first thirty (30) days after the scheduled date for Substantial Completion; five thousand six hundred forty eight dollars and sixty six cents (\$5,648.66) per day for days thirty-one (31) to sixty (60) after the scheduled date for Substantial Completion; and eight thousand four hundred seventy three dollars (\$8,473.00) per day from day sixty-one (61) and thereafter following the scheduled date for Substantial Completion, in accordance with the Bid Form, Section 00300. Final completion must be achieved within 30 days of each substantial completion or liquidated of damages of two thousand five hundred dollars and no cents (\$2,500) a day will be assessed in accordance with the Bid Form, Section 0300.*
4. *Section 00300L Lump Sum Bid Form: Delete the current 00300L Lump Sum Bid Form.*
5. *Section 00300L Lump Sum Bid Form: Replace deleted 00300L Lump Sum Bid Form with new 00300L Lump Sum Bid Form (3 pages).*

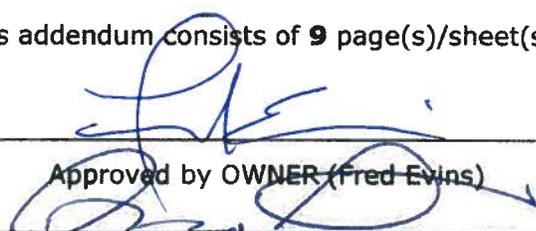
6. *Section 00810 Supplemental General Conditions: Delete Article 14.7.3"*
7. *Section 00810 Supplemental General Conditions: Insert the following paragraph as Article 14.7.3: Contract Time is of the essence and all Work shall be substantially completed within four hundred and Seventy-Eight (478) Calendar Days after date specified in the Notice to Proceed, in accordance with the Bid Form, Section 00300. As indicated in Section 01310, Schedules and Reports, there are two completion milestones in the schedule. The first milestone being "Trader Joes Access to Parking Garage." This milestone includes completion of all utilities below Seaholm Drive, 3rd Street, and West Avenue, the retaining wall along Seaholm drive, curb/gutter/paving of Seaholm Drive, Third Street curb/gutter/paving from 10+00 to 13+50, intersection at 3rd street and Seaholm Drive, and West Avenue curb/gutter/paving from 10+00 to 15+50, and all south lawn utilities. This milestone must be reached within 173 Calendar Days from Notice To Proceed. Substantial Completion must be reached within 478 Calendar Days from Notice to Proceed. If any completion milestone (Trader Joes Access to Parking Garage, or Substantial Completion) are not met, the liquidated damages are: two thousand eight hundred twenty four dollars and thirty three cents (\$2,824.33) per day for the first thirty (30) days after the scheduled date for Substantial Completion; five thousand six hundred forty eight dollars and sixty six cents (\$5,648.66) per day for days thirty-one (31) to sixty (60) after the scheduled date for Substantial Completion; and eight thousand four hundred seventy three dollars (\$8,473.00) per day from day sixty-one (61) and thereafter following the scheduled date for Substantial Completion, in accordance with the Bid Form, Section 00300. Final completion must be achieved within 30 days of each substantial completion or liquidated of damages of two thousand five hundred dollars and no cents (\$2,500) a day will be assessed in accordance with the Bid Form, Section 0300.*
8. *Section 01310 - Schedule: Remove the current CPM schedule and replace with attached schedule "Seaholm Redevelopment Master Project Schedule: Package 3 - Detail - Addendum 2".*

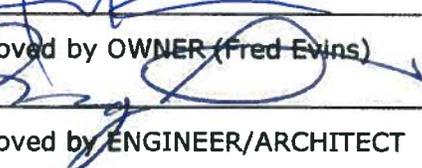
B. Drawing Revisions:

1. Sheet 30 of 61: Not in Contract

2. Sheet 31 of 61: Not in Contract

This addendum consists of **9** page(s)/sheet(s).


Approved by OWNER (Fred Ewins)


Approved by ENGINEER/ARCHITECT
(Gregory S. Strmiska)

END



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

City Manager
 Austin, Texas

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

Construction of new roadways and associated infrastructure improvements in the 200-300 Block of Walter Seaholm Drive right-of-way (ROW), 100-300 Block of West Avenue ROW, and the 800 Block of West 3rd Street in Austin, Travis County, Texas.

(CIP ID# 7328.006) (IFB# CLMC482) for the City of Austin, Texas, having examined the Project Manual, Drawings and Addenda, the site of the proposed Work and being familiar with all of the conditions surrounding construction of the proposed Project, having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual, Drawings and Addenda within the time indicated for the lump sum price of:

EXCAVATION SAFETY SYSTEMS UNIT PRICES: The undersigned Bidder agrees that the Base Bid for the Work includes the following amounts in the Bid for excavation safety systems as specified in Item Number 509S of the Specifications and in case of an authorized adjustment to the scope of Work, the following unit price(s) will be used in adjusting the Contract Amount:

<u>Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Amount</u>
_____	In. ft.	Trench Safety systems	\$_____	\$_____

TOTAL BID..... = \$ _____
 (Base Bid includes Allowances and Excavation Safety Systems Unit Prices, if applicable.) Figures

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, Addenda, and schedule outlined in section 01310 of the specifications. The Bidder further agrees that should the Bidder fail to substantially or 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: Contract Time is of the essence and all Work shall be substantially completed within four hundred and Seventy-Eight (478) Calendar Days after date specified in the Notice to Proceed, in accordance with the Bid Form, Section 00300. As indicated in Section 01310, Schedules and Reports, there are two completion milestones in the schedule. The first milestone being "Trader Joes Access to Parking Garage." This milestone includes completion of all utilities below Seaholm Drive, 3rd Street, and West Avenue, the retaining wall along Seaholm drive, curb/gutter/paving of Seaholm Drive, Third Street curb/gutter/paving from 10+00 to 13+50, intersection at 3rd street and Seaholm Drive, and West Avenue curb/gutter/paving from 10+00 to 15+50, and all south lawn utilities. This milestone must be reached within 173 Calendar Days from Notice To Proceed. Substantial Completion must be reached within 478 Calendar Days from Notice to Proceed. If any completion milestone (Trader Joes Access to Parking Garage, or Substantial Completion) are not met, the liquidated damages are: two thousand eight hundred twenty four dollars and thirty three cents (\$2,824.33) per day for the first thirty (30) days after the scheduled date for Substantial Completion; five thousand six hundred forty eight dollars and sixty six cents (\$5,648.66) per day for days thirty-one (31) to sixty (60) after the scheduled date for Substantial Completion; and eight thousand four hundred seventy three dollars (\$8,473.00) per day from day sixty-one (61) and thereafter following the scheduled date for Substantial Completion, in accordance with the Bid Form, Section 00300. Final completion must be achieved within 30 days of each substantial completion or liquidated damages of two thousand five hundred dollars and no cents (\$2,500) a day will be assessed in accordance with the Bid Form, Section 0300.

Such amount shall be deducted by the OWNER from any Contract payment due. In the event of a default or breach by the CONTRACTOR and demand is made upon the surety to complete the project, in accordance with the Contract Documents, the surety shall be liable for liquidated damages pursuant to the Contract Documents in the same manner as the CONTRACTOR would have been.

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

The undersigned acknowledges receipt of the following addenda:

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

Secretary, *if Bidder is a Corporation

Bidder

(Seal)

Authorized Signature

Title

Date

Address

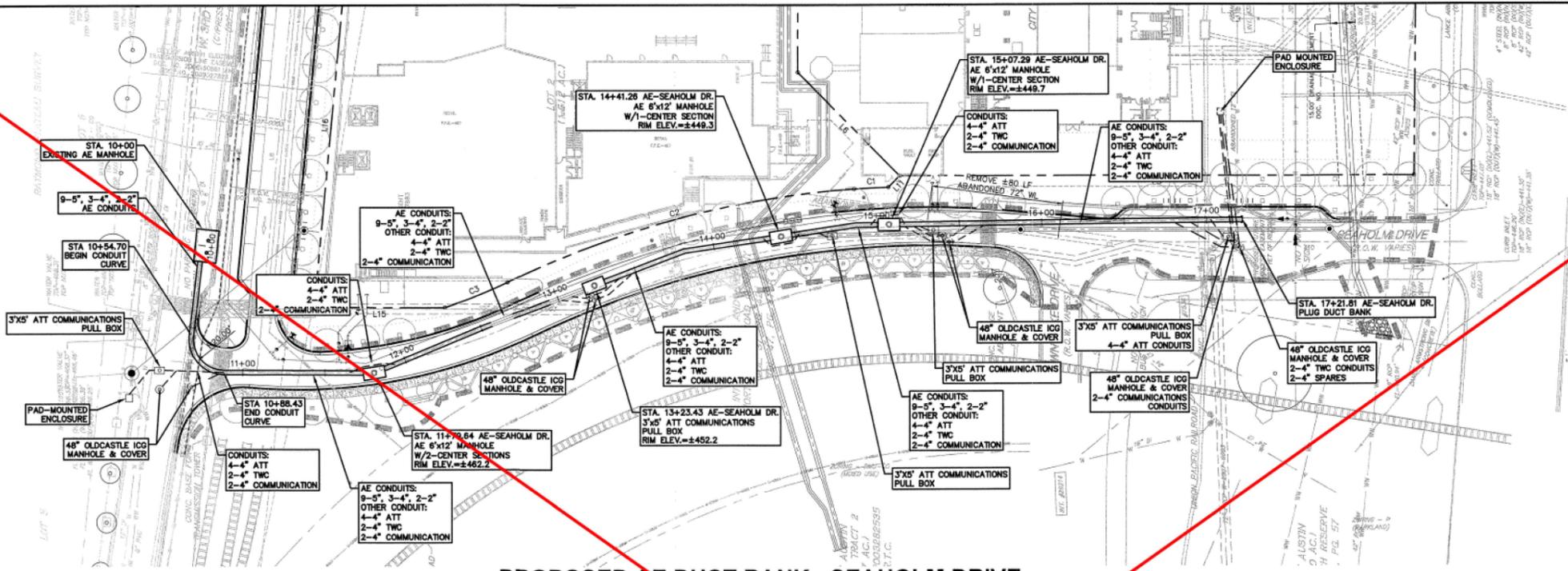
Telephone Number / FAX Number

Email Address for Person Signing Bid

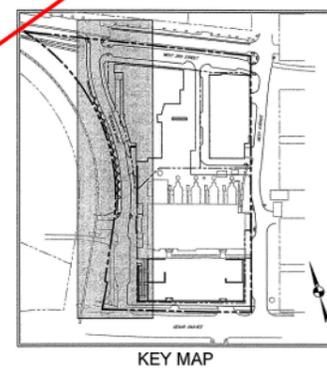
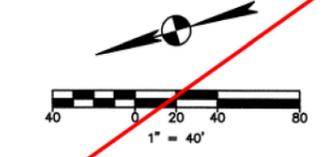
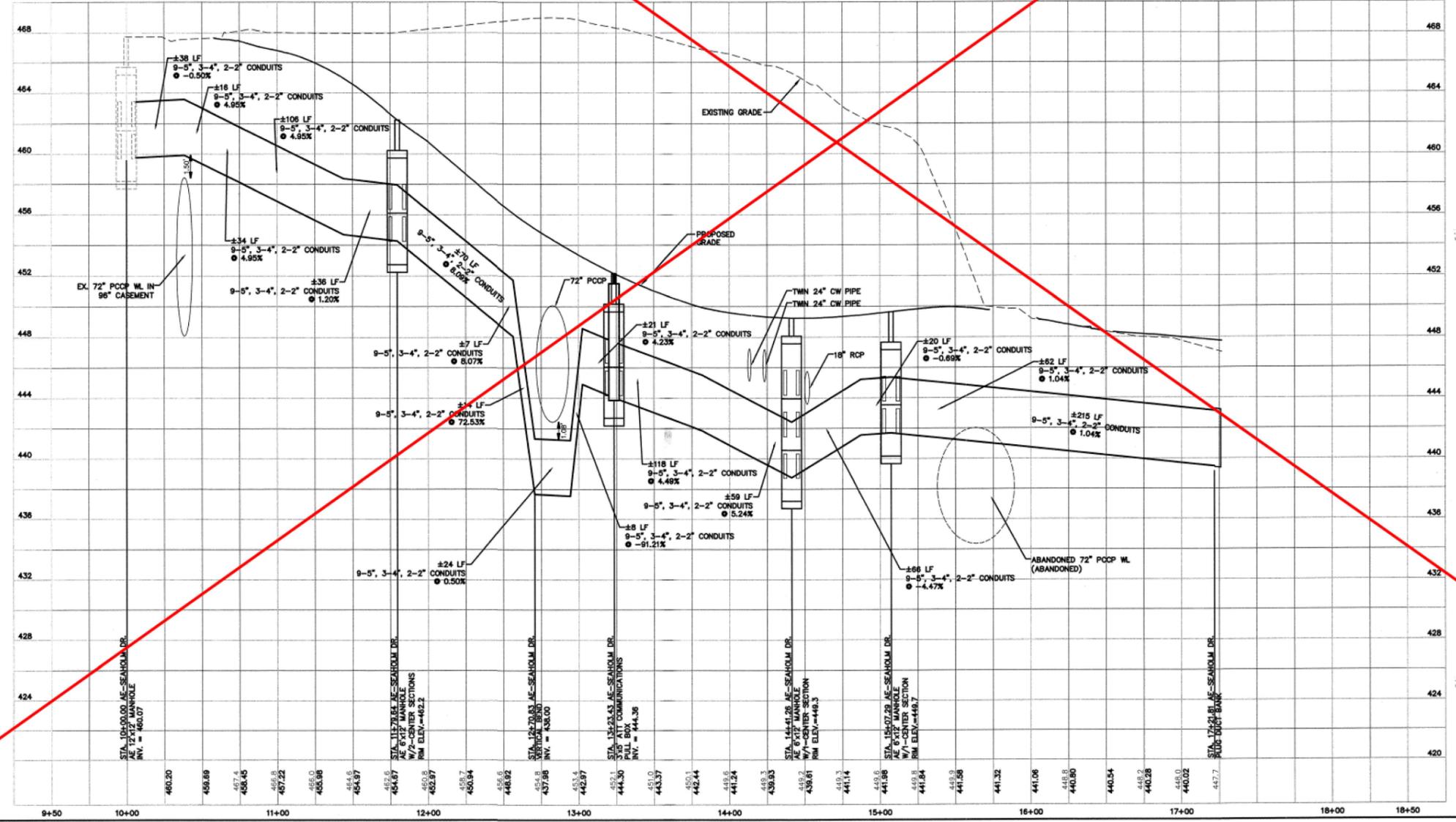
Email Address for Bidder's Primary Contact Person

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

End

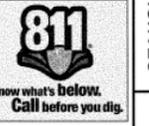


PROPOSED AE DUCT BANK - SEAHOLM DRIVE



- NOTE:**
1. AUSTIN ENERGY INFORMATION FROM AUSTIN ENERGY PROVIDED "SEAHOLM SUBSTATION CONDUIT PLAN AND CABLE ROUTE."
 2. DUCT LENGTHS MEASURED FROM CENTER OF MANHOLE.

THE LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND AND OVERHEAD UTILITIES.



NOTE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE REGISTERED PROFESSIONAL ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF AUSTIN MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

APPROVED BY: _____ DATE _____
DEVELOPMENT REVIEW AND INSPECTION DEPARTMENT

DEVELOPMENT PERMIT NUMBER: _____

APPROVAL	
REVISION	
NO.	
DATE	
3/11/14	2

APPENDUM 2 - WORK REMOVED FROM CONTRACT

Bury+Partners
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel: (512) 329-0011 Fax: (512) 329-0255
TSP# Registration Number F-1648
Bury+Partners, Inc.



**AE CONDUIT
SEAHOLM DRIVE
PLAN AND PROFILE**



SEAHOLM STREET IMPROVEMENTS
800 W. CESAR CHAVEZ
AUSTIN, TEXAS 78701

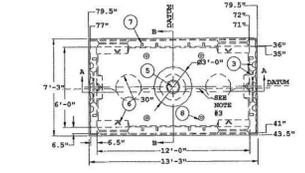
CITY OF AUSTIN EGRSO

DRAWN BY: GMB, RC
DESIGNED BY: JEM, GS
REVIEWED BY: JEM, GS
PROJECT NO.: 1576-02

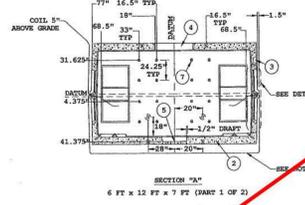
SHEET
30
OF
61

1458-06A	CIVIL	MANHOLES	1458-06B
Sheet 1 of 4	MANHOLES 6-FT X 12-FT		Sheet 2 of 4
08/12/02	Rev: 12/20/10		08/12/02

1451 MANHOLES
1458-06A MANHOLES 6-FT X 12-FT



*THIS MANHOLE HAS MULTIPLE CO'S THAT ARE ASSOCIATED WITH IT AND ARE DETERMINED BY CONTRACT LAYOUT BID UNITS
*1458-06-07

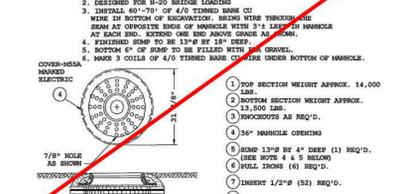


6 FT x 12 FT (PART 1 OF 2)

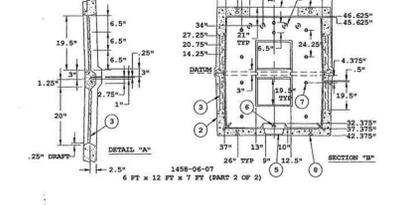
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1458-06B	CIVIL	MANHOLES	1458-06B
Sheet 2 of 4	MANHOLES 6-FT X 12-FT		Sheet 2 of 4
08/12/02	Rev: 12/20/10		08/12/02

1458-06B MANHOLES 6-FT X 12-FT



*THIS MANHOLE HAS MULTIPLE CO'S THAT ARE ASSOCIATED WITH IT AND ARE DETERMINED BY CONTRACT LAYOUT BID UNITS
*1458-06-07



6 FT x 12 FT x 7 FT (PART 2 OF 2)

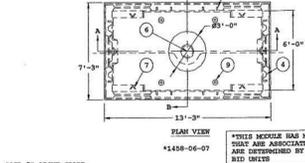
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AUSTIN ENERGY DUCT BANK MANHOLE

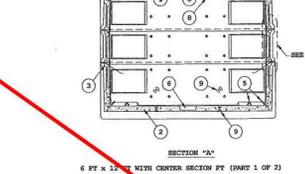
N.T.S.

1458-07A	CIVIL	MANHOLES	1458-07B
Sheet 1 of 4	MANHOLES 6-FT X 12-FT W/CENTER SECTION		Sheet 2 of 4
08/12/02	Rev: 12/20/10		08/12/02

1458-07A MANHOLES 6-FT X 12-FT W/CENTER SECTION



*THIS MANHOLE HAS MULTIPLE CO'S THAT ARE ASSOCIATED WITH IT AND ARE DETERMINED BY CONTRACT LAYOUT BID UNITS
*1458-06-07

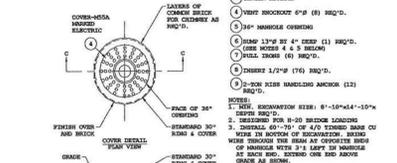


6 FT x 12 FT WITH CENTER SECTION FT (PART 1 OF 2)

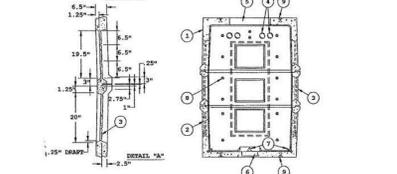
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1458-07B	CIVIL	MANHOLES	1458-07B
Sheet 2 of 4	MANHOLES 6-FT X 12-FT W/CENTER SECTION		Sheet 2 of 4
08/12/02	Rev: 12/20/10		08/12/02

1458-07B MANHOLES 6-FT X 12-FT W/CENTER SECTION



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*1458-06-07



6 FT x 12 FT WITH CENTER SECTION FT (PART 2 OF 2)

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AUSTIN ENERGY DUCT BANK MANHOLE WITH CENTER SECTION

N.T.S.

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APPROVED BY: DEVELOPMENT REVIEW AND INSPECTION DEPARTMENT DATE

DEVELOPMENT PERMIT NUMBER:

Bury+Partners
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel: (512) 529-0011 Fax: (512) 529-0225
TDP Registration Number P-1048
BuryPartners, Inc.



AE CONDUIT NOTES AND DETAILS



SEAHOLM STREET IMPROVEMENTS
800 W. CESAR CHAVEZ
AUSTIN, TEXAS 78701

CITY OF AUSTIN EGRSO

DRAWN BY: GMB, RC
DESIGNED BY: JEM, GS
REVIEWED BY: JEM, GS
PROJECT NO.: 1576-02

SHEET 31 OF 61