**ADDENDUM No.** 2

Date August 19, 2014

City of Austin

Project Name: Lower Onion Creek Floodplain Buyouts

C.I.P. No. 5781.010

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated August 4, 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. Replace Section 00020 IDIQ with the revised Section 00020 IDIQ.
2. Replace Section 00300U IDIQ with the revised Section 00300U IDIQ.
3. Replace Section 00810 IDIQ with the revised Section 00810 IDIQ..

B. Drawing Revisions:

N/A

This addendum consists of 25 pages.

8-19-14

Approved by OWNER

Roxanne Cook 8/19/14

Approved by ENGINEER/ARCHITECT

**END**

STATE OF TEXAS
ROXANNE S. COOK
81908
REGISTERED
PROFESSIONAL ENGINEER

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:

Lower Onion Creek Floodplain Buyouts

Located at: the Onion Creek Floodplain (Onion Creek/Yarrabee Bend)

CIP ID# 5781.010 IFB# CLMC 505

The Work consists of but is not limited to, abatement of asbestos containing materials, proper termination of all utilities including cutting/capping and removal of water meters, paying for and obtaining all permits required to perform all scopes of work, the demolition of slab on grade residences including the proper removal and disposal of all concrete foundations, piers and grade beams, demolition of any and all site improvements, disposal of all demolition debris, final site cleaning, and revegatation of all disturbed areas.

This contract is an Indefinite Delivery, Indefinite Quantity (IDIQ) CONTRACT. The project documents consist of all the applicable City of Austin standard details and specifications with the understanding that full design documents will not be provided for each work assignment.

Each separate sub-project location will be issued under a work assignment given to the contractor. The contractor is required to meet the Owner in the field, within three days of notification from the Owner. The final scope of the work assignment will be determined at that time and, if additional details are desired, the Contractor must request them at that time.

The Owner will develop a specific scope of work for asbestos abatement activities for each work assignment that will be used in conjunction with the specifications included in the contract documents and will discuss the scope during the site visit. The Owner will also prepare the required State Notification for asbestos abatement activities and deliver it to the State.

The approximate quantities of work are outlined on the attached bid form.

Contract time will be for an initial twenty four (24) month period or until all funds are exhausted, with an option for a 12 month Contract extension. The Contractor will base its bid amount on the unit prices and the estimated quantities of Work set forth in the Bid Form, which will only be used for the purpose of comparison and evaluation of Bids

Subject to the further approval of the Austin City Council, the estimated Contract authority for the initial 24 month period will not exceed $2,000,000 for the initial two year Contract Term, which may be extended subject to the availability of funding. .

The Owner will subsequently issue Work Order Assignments based on the Owner's needs and not in accordance with the estimated quantities contained in the Bid documents up to the aggregated Contract Amount of $2,000,000, subject to further appropriations.

Extension of the Contract will be at the option of the OWNER for an additional 12 month term and an estimated increase in contract authority of $1,500,000. The OWNER may exercise its option by notice to the successful bidder/contractor prior to the expiration of the initial term and the OWNER reserves the right not to offer an extension. The unit prices bid by the successful bidder shall remain firm throughout the period of the initial 24 month period of the CONTRACT. Bid prices may be adjusted for the Contract extension on the basis of an increase or decrease of the existing prices upwards or downwards in accordance with the applicable Engineers New Record Construction Cost Index (CCI)

(at the time of the notice of contract extension) divided by the current area CCI. The adjusted prices will be included in a change order and will remain firm throughout the Contract extension period. Upon receipt of the notice of the exercise of the option for an additional contract term by the Owner, the Contractor must request a Bid price adjustment in writing or the then current Bid prices will remain in force and effect. See Section 01010 Summary of Work for specific project requirements.

Each work order assignment must be finally completed within the duration established by the OWNER for each assignment. The OWNER will consult with the CONTRACTOR on each assignment duration, but the OWNER will have the ultimate discretion on the duration of the work order assignment, which shall not be unreasonably determined. Work must be continuous on each assignment. It is anticipated that each assignment will not exceed $100,000.

Bid Documents may be obtained at One Texas Center, 505 Barton Springs Road, Ste. 1045 (Front Desk), Austin, TX 78704. Copies will be available in CD format at no cost.

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so that they will receive any addenda or clarification issued by the Owner.

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) 10:30 A.M., Thursday, August 28, 2014.**

**ALL COMPLIANCE PLANS ARE DUE PRIOR TO (Austin time)** N/A (No Goals Project)**.**

**BIDS WILL BE OPENED AT (Austin time) 10:30 A.M., Thursday, August 28, 2014.**

**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 with www.time.gov, the official U.S. time.

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 for the initial one year term of the Contract shall be executed on forms furnished by OWNER in the amount of $2,000,000. Each bond shall be issued in an amount

of one hundred percent (100%) of the Contract Amount by a solvent 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. In the event that the Contract is renewed for additional one year terms, a new bond or rider to the then existing bond in the full amount of the total Contract Amount must be provided for the additional term(s).

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.

The undersigned Bidder agrees to commence work within twelve (12) Calendar Days after written notice as specified in a written "Notice to Proceed" to be issued by the OWNER for each work assignment and to finally complete all work described in the Notice to Proceed, as required by the Project Manual, Drawings AND Addenda for the Work within the duration established by the OWNER for each assignment. The OWNER will consult with the Contractor on each assignment's duration, but the OWNER will have the ultimate discretion on duration which shall not be unreasonably stipulated, in accordance with the BID Form, Section 00300. The Bidder further agrees that should the Bidder fail to finally complete the work within the number of days allowed for each assignment 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. Liquidated damages are $200 per working assignment per Calendar Day, 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 August 12, 2014 at 10:00 A.M at One Texas Center, 505 Barton Springs Road, 78704, 8th Floor Conference Room 8A, 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: Darryl Haba telephone (512) 974-7205 email darryl.haba@austintexas.gov

CONTRACT COMPLIANCE REP.: Monica Lopez telephone (512) 974-7057 email monica.lopez@austintexas.gov.

**END**

The undersigned, in compliance with the Invitation for Bids for construction of the following Project: Lower Onion Creek Floodplain Buyouts

(CIP ID# 5781.010) (IFB#CLMC 505 ) 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 |
|---|---|---|---|---|---|
| 604S- C | 52,000 | SY | Native Seeding for Erosion Controls, fiber mulch | $_____ | $_____ |
| 628S- B | 600 | LF | Sediment Containment Dikes with Filter Fabric (existing inlet protection) | $_____ | $_____ |
| 642S | 6,000 | LF | Silt Fence for Erosion Control | $_____ | $_____ |
| 648S | 10,000 | LF | Mulch Sock | $_____ | $_____ |
| 01916-FT | 35,000 | SF | Removal and disposal of sheet flooring, floor tile and mastic (ACM) | $_____ | $_____ |

| Bid Item | Quantity | Unit | Item Description | Unit Price | Amount |
|---|---|---|---|---|---|
| 01916-GB | 220,000 | SF | Removal and disposal of gypboard and texture from walls (ACM) | $_____ | $_____ |
| 01916-S | 100 | each | Removal and disposal of sinks (ACM) | $_____ | $_____ |
| 01916-WG | 450 | LF | Removal and disposal window glazing (ACM) | $_____ | $_____ |
| 01916-CT | 200,000 | SF | Removal and disposal of gypboard ceiling texture (ACM) | $_____ | $_____ |

| Bid Item | Quantity | Unit | Item Description | Unit Price | Amount |
|---|---|---|---|---|---|
| SP130-B | 15,000 | CY | Class B (Borrow) | $_____ | $_____ |
| SP130-T | 9,000 | CY | Class C (Top Soil) | $_____ | $_____ |
| SS02060-A | 450,000 | SF | Demolition and disposal slab on grade construction (measured by building footprint per Special Specification 02060) | $_____ | $_____ |
| SS02060-B | 350,000 | SF | Demolition and disposal of concrete (foundations, drives, walks) to a depth of two (2) feet below existing grade | $_____ | $_____ |
| SS02060-C | 25,000 | LF | Removal and disposal of existing fences and gates (Chain link) | $_____ | $_____ |
| SS02060-D | 25,000 | LF | Removal and disposal of existing wooden fences and gates | $_____ | $_____ |

**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.

Contract time will be for an initial twenty four (24) month period or until all funds are exhausted, with an option for a 12 month Contract extension. Subject to the further approval of the Austin City Council, the Contract authority for the initial 24 month period will not exceed $2,000,000 for the initial two year Contract Term, which may be extended subject to the availability of funding.

The Contractor will base its bid amount on the CONTRACTOR'S unit prices and the estimated quantities of Work set forth in the Bid Form, which will only be used for the purpose of comparison and evaluation of Bids. The Owner will subsequently issue Work Order Assignments based on the Owner's needs and not in accordance with the estimated quantities contained in the Bid documents up to the aggregated Contract Amount of $2,000,000, subject to further appropriations. Extension of the Contract is at the option of the OWNER for an estimated additional $1,500,000 in work

authorization. The OWNER may exercise its option by notice to the successful bidder/contractor prior to the expiration of the initial term and reserves the right not to offer an extension. The unit prices bid by the successful bidder shall remain firm throughout the period of the initial 24 month period of the CONTRACT.

Bid prices may be adjusted for the Contract extension on the basis of an increase or decrease of the existing prices upwards or downwards In accordance with the applicable Engineers New Record Construction Cost Index (CCI) (at the time of notice of contract extension) divided by the current area CCI. The adjusted prices will be included in a change order and will remain firm throughout the Contract extension period. Upon receipt of the notice of the exercise of the option for an additional contract term by the Owner, the Contractor must request a Bid price adjustment in writing or the then current Bid process will remain in force and effect.

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) Working Days after notice of award, or any mutually agreed extension of that period.

**TIME OF COMPLETION: The undersigned Bidder agrees to commence work within twelve (12) Calendar Days after written notice as specified in a written "Notice to Proceed" to be issued by the OWNER for each work assignment and to finally complete all work described in the Notice to Proceed, as required by the Project Manual, Drawings AND Addenda for the Work within the duration established by the OWNER for each assignment. The OWNER will consult with the Contractor on each assignment's duration, but the OWNER will have the ultimate discretion on duration which shall not be unreasonably stipulated, in accordance with the BID Form, Section 00300. The Bidder further agrees that should the Bidder fail to finally complete the work within the number of days allowed for each assignment 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. Liquidated damages are $200 per working assignment per Calendar Day, in accordance with the Bid Form, Section 00300.**

**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 **Final Completion** date as established by the above paragraph, "Time of Completion", payment will be due to the Owner in the amount of two hundred dollars ($200.00) 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 | 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 #:*** |

| ***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**

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

## ARTICLE 1 - DEFINITIONS

**1.11** Contract: Add the following: "This Contract is an indefinite delivery/indefinite quantity (IDIQ) service contract that contains an indefinite quantity of Work and components of the Work and indefinite delivery dates. The Contract Term will be for up to two years with one additional option year. Individual work order assignments ("Work Order Assignments") for each sub-project will be issued by the OWNER to the CONTRACTOR detailing the scope of Work for each Work Order Assignment. Within three (3) calendar days of receipt of a Work Order Assignment from the Owner, the Contractor must respond with a signed proposal for the sub-project based upon the scope of Work outlined in the Work Order Assignment and the line item pricing in the Section 00300U Bid Documents. Once counter-signed by the OWNER, a Work Order becomes a Contract Document. Work for each Work Order Assignment will be authorized under a separate Notice to Proceed. The CONTRACTOR agrees to commence work within twelve (12) Calendar Days after written notice as specified in a written "Notice to Proceed" to be issued by the OWNER for each work assignment and to finally complete all work described in the Notice to Proceed, as required by the Project Manual, Drawings AND Addenda for the Work within the duration established by the OWNER for each assignment.

**1.18** Drawings: Add the following: "Drawings for Work Order Assignments to be completed during this Contract period are not included in the Bid Document.

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

*"Name: Roxanne Cook, P.E.*

*Address: 505 Barton Springs Road, Suite 900, Austin, Texas 78704*

Add the following definitions:

"**1.51** Work Order: Work Orders will be the basis used by the Owner under this IDIQ contract to initiate Work Order Assignments by the CONTRACTOR, as individual Work Packages or sub-projects. Each individual Work Order will define the scope and Contract Time for the specific sub-project to be performed.

The date that the Work Order is signed by the OWNER and delivered to the Contractor with an accompanying Notice to Proceed will be the commencement date for the purposes of the measurement of Contract Time for that individual sub-project. Sample Work Order packets are included in the Bid Documents as examples of the Work to be bid. A sample Work Order form is also attached to this Section 00810.

## ARTICLE 2 – PRELIMINARY MATTERS

**2.3 Commencement of Contract Time: Notice To Proceed ("NTP"):** Delete in its entirety and replace with the following:

"The Owner will issue a written NTP for each component sub-project describing the Work to be performed and the time allowed for the completion of the Work, as described in Section 01010, Summary of Work. Contractor agrees to commence sub-projects constituting portions of the Work within the time set forth in subsequently issued NTP describing such sub-projects and to substantially complete such component sub-projects of the Work within the time set forth in such NTP. Contract time for specific sub-projects is of the essence and all Work shall be completed within the stated duration of each project. Project time will commence upon the date specified in the NTP. As applicable, liquidated damages will be assessed per day and will be calculated separately for each specific project authorized through this solicitation."

**2.4 Before Starting Construction:**

Delete 2.4.2.1 and replace with the following (changes to the original text are identified by underlining):

"**.1** to the extent not sufficiently set forth in the NTP and as required by Owner's Representative, a preliminary progress schedule indicating the times (number of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, <u>identifying the critical path for completing the Work,</u> identifying when all Subcontractors will be utilized, and taking into consideration any limitations on Working Hours;"

## 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:

"CONTRACTOR shall contact OWNER's Transportation Department to obtain a Temporary Use of Right-of-Way Permit prior to beginning construction on any sidewalk/driveway or occupying any parking area/meters within the public right-of-ways."

## ARTICLE 5 - BONDS AND INSURANCE

**"5.3 Insurance:**

**5.3.1.1** CONTRACTOR Provided Insurance

**5.3.1.2** 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 coverage 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 coverage required under this contract is required minimums and are not intended to limit the responsibility or liability of CONTRACTOR.

**5.3.1.3** 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 $1,000,000 minimum per occurrence for bodily injury and property damage.

**5.3.1.4** 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 $100,000 bodily injury per accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.

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

a) Contractual liability coverage for liability assumed under the Contract and all contracts relative to this Project.

b) Completed Operations/Products Liability for the duration of the warranty period.

c) Explosion, Collapse and Underground (X, C & U) coverage.

d) Independent Contractors coverage (Contractors/ Subcontractors work).

e) Aggregate limits of insurance per project, endorsement CG 2503.

f) OWNER listed as an additional insured, endorsement CG 2010.

g) 30 day notice of cancellation in favor of OWNER, endorsement CG 0205.

h) Waiver of Transfer of Recovery Against Others in favor of OWNER, endorsement CG 2404.

Provide coverage A&B with minimum limits as follows:

.1 A combined bodily injury and property damage limit of $1,000,000 minimum per occurrence.

**5.3.1.6** Hazardous Materials Insurance.

For Work which involves asbestos or any hazardous materials or pollution defined as asbestos, CONTRACTOR or Subcontractor responsible for the Work shall comply with the following insurance requirements in addition to those specified above:

.1 Provide an asbestos abatement endorsement to the Commercial General Liability policy with minimum bodily injury and property damage limits of $1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of $1,000,000. This policy shall not exclude asbestos or any hazardous materials or pollution defined as asbestos, and shall provide "occurrence" coverage without a sunset clause. The policy shall provide 30 day Notice of Cancellation and Waiver of Subrogation endorsements in favor of OWNER.

.2 CONTRACTOR or Subcontractor responsible for transporting asbestos or any hazardous materials defined as asbestos shall provide pollution coverage. Federal law requires interstate or intrastate transporters of asbestos to provide an MCS 90 endorsement with a $5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. Interstate transporters of asbestos in non-bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more must provide an MCS 90 endorsement with a $1,000,000 limit. The terms "conveyance" and "bulk" are defined by Title 49 CFR 171.8. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of $1,000,000 or an endorsement to their Commercial General Liability Insurance policy which provides coverage for bodily injury and property damage arising out of the transportation of asbestos. The endorsement shall, at a minimum, provide a $1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

.3 CONTRACTOR shall submit complete copies of the policy providing pollution liability coverage to OWNER.

**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.

## ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

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

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

.2 Building Permit(s). The OWNER's responsibility for obtaining and paying for the Building Permit(s) excludes securing and paying for the following where applicable: Demolition Permit, Driveway Permit (Concrete) Fee, Electrical Permit, Mechanical Permit, Plumbing Permit, Water Engineering Inspection Fee, Temporary Use of Right-of Way Permit, the gas company's Gas Yard Line Contribution Fee, and any other permits/fees not listed above.

As part of the SWPPP, the CONTRACTOR shall provide the following documents:

1. A site specific spill prevention and response plan for fluids such as motor oil, hydraulic fluid, diesel, etc. This shall be inserted into Appendix K.
2. A completed Section 1.1, contact information/responsible parties of the SWPPP.
3. A completed Section 1.2, storm water team of the SWPPP.
4. A completed Section 6.1 inspection personnel and Procedures of the SWPPP.
5. A completed Section 6.3 and Appendix J designation of authority of the SWPPP.
6. A completed Section 7.0 training of the SWPPP document.

**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 to the Texas Commission on Environmental Quality (TCEQ). OWNER shall pay the TPDES storm water application fee.

CONTRACTOR's responsibilities are as follows:

.1 Obtain a signed certification statement from all Subcontractors responsible for implementing the erosion / sedimentation controls and other best management practices that are part of the SWPPP. 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.

.2 Fill out the TCEQ's "Construction Site Notice" form, which is Attachment 2 to the TPDES General Permit TXR150000 (form available from OWNER or on the Internet at http://www.tceq.state.tx.us/assets/public/permitting/waterquality/attachments/stormwater/txr152d2.pdf and post it near the main entrance of the Work, or at multiple postings if the Work is linear. Mail a copy of the completed Construction Site Notice form 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

.3 Maintain all erosion/sedimentation controls and other protective measures identified in the SWPPP in effective operating condition.

.4 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.

.5 Maintain at Work site at all times a copy of the SWPPP (with all updates, as described below) and inspection reports.

.6 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.

.7 Upon completion of the Work, provide TPDES records to OWNER."

**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."

## ARTICLE 10 – CHANGE IN THE WORK

### 10.6 Actual Quantities:

This Contract is a unit-price IDIQ contract. Final quantities of materials and items of Work will vary depending upon the subsequently issued Work Order Assignments and actual conditions encountered through the term of the Contract. No "change" will occur unless the total Contract Amount is increased. The Contract Amount is not a guarantee of an amount of available Work. The amount of Work will be dependent upon subsequently issued Work Order Assignments and actual site conditions. Reduction of the Units used from those shown in the 00300U Bid Form or the total Contract Amount will not constitute a change. The additional one year term is dependent upon funding by the City of Austin City Council. In addition, the actual quantities to be used are unknown and depend upon actual site conditions and quantities of specific items will vary from those used in the bid. CONTRACTOR will accept and perform the quantities of Work necessary to complete individual component sub-projects of the Work, as determined by the OWNER.

## ARTICLE 11 - CHANGE OF CONTRACT AMOUNT

**11.4 Determination of Value of Work:** Add the following to paragraph to end of the list:

".5 Contract Extension Price Adjustment:

Extension of the Contract will be at the option of the OWNER for an additional 12 month term and an estimated increase in contract authority of $1,500,000. The OWNER may exercise its option by notice to the successful bidder/contractor prior to the expiration of the initial term and the OWNER reserves the right not to offer an extension. The unit prices bid by the successful bidder shall remain firm throughout the period of the initial 24 month period of the CONTRACT. Bid prices may be adjusted for the Contract extension on the basis of an increase or decrease of the existing prices upwards or downwards in accordance with the applicable Engineers New Record Construction Cost Index (CCI) (at the time of the notice of contract extension) divided by the current area CCI. The adjusted prices will be included in a change order and will remain firm throughout the Contract extension period. Upon receipt of the notice of the exercise of the option for an additional contract term by the Owner, the Contractor must request a Bid price adjustment in writing or the then current Bid prices will remain in force and effect.

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

"11.4.1.2 In the case of a Change Order determined by a mutually agreed lump sum properly itemized and supported by sufficient substantiating data, including documentation by subcontractors performing the work, to permit evaluation, use the following method:

**COMPONENT ONE** - The R.S. Means Co., Inc. 'Building Construction Cost

Data'
- latest edition - shall be used as a basis for evaluating:

1a - the cost of labor (base rate, including fringe benefits),

1b - the cost of material and equipment to be incorporated in the Work, and

1c - the cost of tools, equipment and facilities necessary to accomplish the
Work described in the change.

**COMPONENT TWO** - The costs of payroll taxes and insurance, Liability and Builder's Risk Insurance, shall be calculated as follows:

2a - Payroll taxes and Workers' Compensation Insurance <25% of payroll (Item 1a) (14.65% of 1a for ROCIP Projects)>

2b - Liability and Builder's Risk Insurance <2% of "total costs" (Items 1a, 1b, 1c, and 2a) (.034% of "total costs" for ROCIP Projects)>

**COMPONENT THREE** - Overhead and profit shall be calculated as follows:

3a - For Subcontractors and for those portions of the Work performed by CONTRACTOR'S own forces:

- 15% of the first $10,000.00 of costs and 10% of the balance over $10,000.00.
- ("costs" = Items 1a, 1b, and 1c, above, broken down into Contractor and Subcontractor costs).

3b - For the CONTRACTOR for that portion of the Work performed by Subcontractors:

- 10% of the first $10,000.00 of the Subcontractor costs and 7.5% of the balance over $10,000.00.
- ("costs" = Items 1a, 1b, and 1c, above, broken down into Subcontractor costs)

**COMPONENT FOUR** - Bonds

Performance and Payment Bond according to the following table ("TOTAL COST" = Items 1a, 1b, 1c, 2a, 2b, 3a and 3b,):

| DOLLAR VALUE OF CONTRACT | | | % OF TOTAL COST OF CHANGE ORDER ADDED FOR BOND EXPENSE |
|---|---|---|---|
| 100,000 | or | less | 2. |
| 100,001 | thr | 500,000 | 1. |
| 500,001 | thr | 2,500,000 | 1. |
| 2,500,00 | thr | 5,000,000 | 0. |
| 5,000,00 | thr | 7,500,000 | 0. |
| OVER 7,500,000 | | | 0.65 |

- The total costs for the change, whether additive or deductive, shall be the sum total of COMPONENTS ONE - FOUR.

**Unit Price Work:** Delete 11.6.1, 11.6.4, and 11.6.5 and replace with the following:

**"11.6.1** While the Contract Documents provide that all or part of the Work is to be unit price Work, quantities used in 00300U are indefinite, and are therefore not guaranteed, and are solely for the purpose of the evaluation and comparison of Bids. Determinations of the actual quantities and classifications of unit price work performed by CONTRACTOR will be made by Owner's Representative. Owner's Representative will review with CONTRACTOR the preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise)."

**"11.6.4** Except as otherwise provided at the exercise of an additional one year option term, neither the OWNER nor CONTRACTOR may make any claim for adjustment in unit prices for differences in actual quantities relative to the bid quantities."

**"11.6.5** Deleted."

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

**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 completing the repairs."

## ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

**14.1 Application for Progress Payment:** Add the following to the list of items required with applications for payment:

".4 Pre-Construction and Construction Progress Photos."

**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."

**14.7 Substantial Completion:**

**"14.7.3** Individual Work Orders, as issued by the OWNER to the CONTRACTOR, will define Substantial Completion for individual projects."

**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."

## 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._____ [
]_____Phone No. _____ [
]_____Phone No._____ [
]_____Phone No._____

# WORK ORDER FORM

**WORK ORDER NO.:_____**

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

**ATTENTION OF**: _____

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

**PROJECT NAME**: _____
*name / CIP ID number*

**GENERAL PERMIT TRACKING NO.:** _____

**SCOPE OF WORK:** _____

_____

_____

_____

**PROJECT LOCATION:** _____

**DATE OF ISSUANCE:** _____

**SUBTANTIAL COMPLETION (IF NEEDED):** _____

**FINAL COMPLETION:** _____

This Work Order is a Contract Document. Work performed and payments made pursuant to this Work Order shall be subject to the terms and conditions of all other Contract Documents, unless otherwise noted. The CONTRACTOR shall be paid for Work described in this Work Order, in whole or in part, based on the bid prices as provided in the Bid Form, Section 00300. The final Contract Price is subject to adjustment due to variation in bid quantities.

_____ _____

CONTRACTOR DATE OWNER DATE

**END**