

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

ADDENDUM No. 1

Date January 5, 2015

City of Austin

Project Name ADA Sidewalk and Ramp Improvements 2015 Group #16 City Wide

C.I.P. No. 5769.098

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated December 15, 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. Remove Section 00020, Invitation for Bids - IDIQ, and replace with the attached Section 00020.
2. Remove the "Work Assignment Form" on Page 12 from Section 00810 and replace with the attached "IDIQ Work Assignment & Incorporated Change Order Form".
3. Remove Section 01010, Summary of Work - IDIQ, and replace with the attached Section 01010.

B. Drawing Revisions:

None

This addendum consists of 11 page(s)/sheet(s).

Diane Rice

Approved by OWNER

Approved by ENGINEER/ARCHITECT

END



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

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:

ADA Sidewalk and Ramp Improvements 2015 Group #16 City Wide

Located at: Project area located within the Austin City Limits, PLEASE SEE MAP FOR DELINIATION OF THE PROJECT AREA AND LIST OF TYPICAL, PROPOSED ASSIGNMENTS INCLUDED IN THE SCOPE OF WORK. However, the City reserves the right to delete, add or substitute projects that it deems necessary within the Austin City Limits.

CIP ID# 5769.098

IFB# CLMC516

The Work generally consists of providing the following services, including but not limited to:

- Construction of sidewalks, ramps, driveways, retaining walls, handrails, striping, shoulder widening, but stop ADA upgrades, sidewalk repairs, and associated construction in response to City of Austin requirements. See Section 01010 Summary of Work for specific project requirements.

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 Contract will be for an initial 18-month period, with two possible 12-month Contract extensions, or until all available funding is exhausted. Extension of the Contract is at the mutual agreement of both the OWNER and the CONTRACTOR. If the CONTRACTOR chooses not to renew, a hold over period of up to 120 calendar days may be implemented by the OWNER to allow for re-bidding. The OWNER reserves the right not to offer an extension.

Subject to the further approval of the Austin City Council, the total Contract Amount will not exceed \$3,500,000.00 for the initial one 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 the comparison and evaluation of Bids. The Owner will subsequently issue Work 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 \$3,500,000.00, subject to further appropriations.

Each work assignment must be finally completed within the duration established by the OWNER for each assignment. The OWNER will consult with the CONTRACTOR on each work assignment duration, but the OWNER will have the ultimate discretion on the duration of the work assignment, which shall not be unreasonably determined. Work must be continuous on each assignment.

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

The unit prices bid by the successful bidder shall remain firm throughout the initial 18-month period of the Contract. Bid prices may be adjusted for Contract extensions on the basis of an increase or decrease of the existing prices upwards or downwards in accordance with the 20 City average Engineers New Record Construction Cost Index (CCI) (at the time of the notice of contract extension) divided by the current area CCI at the time of bid. 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.

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) 10:00 AM, January 15, 2015 .

ALL COMPLIANCE PLANS ARE DUE PRIOR TO (Austin time) 2:00 PM, January 15, 2015.

BIDS WILL BE OPENED AT (Austin time) 2:00 PM, January 15, 2015.

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.)

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

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 \$3,500,000.00. 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.

Contract Time is of the essence and all Work Assignments shall COMMENCE WITHIN 3 CALENDAR DAYS AFTER the Notice to Proceed is issued for each work assignment, in accordance with the Bid Form, Section 00300U. The Contract duration shall be for an 18-month period, with two possible 12-month extensions, or until all available funding is exhausted. Work under this Contract will be issued as individual Work Assignments, as defined within Supplemental General Conditions, Section 00810. In addition, Work to be performed is generally outlined herein in the Summary of Work, Section 01010. Work duration and definitions of substantial and/or final completion will be specific to each Work Assignments. Failure by the CONTRACTOR to satisfy the substantial/final completion requirements of any Work Assignments may be cause to stop issuance of further Work Assignments. The CONTRACTOR shall note that there may be multiple individual Work Assignments active at any given time.

Work contained within individual Work Assignments will vary based on the scope of Work. An individual Work Assignments may define a **final** completion date, after which liquidated damages will be assessed until **final** completion is achieved, in accordance with the Bid Form, Section 00300U. Liquidated damages are \$150 per Calendar Day for failure to achieve final completion within the time defined in the "Notice to Proceed", in accordance with the Bid Form, Section 00300U.

Repairs, including emergency response times. A CONTRACTOR who fails to meet the emergency response obligations of this Contract may be found in breach of this Contract.

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 December 23, 2014 at 1:00 PM (Austin time) at 505 Barton Springs Road, Room 500, Austin, TX 78704

(Location)

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

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

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: Diane Rice telephone (512) 974-7081
email Diane.Rice@austintexas.gov

CONTRACT COMPLIANCE REP.: Mary Lou Ochoa telephone (512) 974-7215
email MaryLou.Ochoa@austintexas.gov

END

IDIQ WORK ASSIGNMENT & INCORPORATED CHANGE ORDER FORM

Contract No.: _____

WORK ASSIGNMENT NO.: _____

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

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

PROJECT NAME: _____
name / CIP ID number

Fund: ____ **Dept:** ____ **Unit:** ____ **Object Code:** ____ **Activity:** ____ **Rept:** ____

Fund: ____ **Dept:** ____ **Unit:** ____ **Object Code:** ____ **Activity:** ____ **Rept:** ____

Federal Funds: Yes No

SCOPE OF WORK: _____

PROJECT LOCATION: _____

DATE OF ISSUANCE: _____

SUBSTANTIAL COMPLETION (IF NEEDED): _____

FINAL COMPLETION: _____

Bid Items per Section 00300U-IDIQ:

Item #	Description	Quantity	Unit	Unit Cost	Amount
Subtotal					

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

Change Order in accordance with Sections 00700 and 00810-IDIQ of the Contract

Proposed Item #	Description	Assignment *Quantity Only	Unit	Unit Cost	Amount
Subtotal					

*Quantity will vary for future assignments.

(Bid Items and Change Order Items) Total \$: _____

The Change Order agreed to herein constitutes a complete and equitable adjustment to the referenced Contract for the portion of the Work addressed herein and the Contractor hereby releases the OWNER from any and all liability under the Contract for further equitable adjustments, including additional time for performance, attributable to such facts or circumstances giving rise to this Change Order. Once agreed to by both parties as indicated by the execution of this Work Assignment and incorporated Change Order, the Items in the Change Order will become a part of the Contract referenced above. This Change Order does not change the not to exceed Contract Amount.

Signatures

Contractor agrees that this Work Assignment is a Contract Document and that work performed and payments made pursuant to this Work Assignments shall be subject to the terms and conditions of all other Contract Documents for the Contract referenced above, unless otherwise noted. The CONTRACTOR shall be paid for work described in this Work Assignment, in whole or in part, based on the unit/unit costs as provided in the Bid Form, Section 00300-IDIQ and all Change Orders.

Contractor: _____ Title _____ Date _____

Notice to Proceed

When executed by the OWNER and delivered to the Contractor, the Contractor is authorized to proceed with work as described in this Work Assignment, for the amount indicated above, in accordance with the contract referenced above and incorporated herein.

OWNER:

City of Austin

Project Manager: _____ Date _____

Change Order Signatures

Sponsor Department (if applicable): _____ Date _____

Contract Management Department: _____ Date _____

The Work of this Contract includes sustainability requirements as shown in the Division 1 Sections 01352 and/or 01505 and all other applicable specification sections. It is the intent of the Owner to work in partnership with the Contractor in implementing sustainable construction practices to the greatest extent possible.

PART 1 - GENERAL

1.1 Related Documents:

Drawings and general provisions of Contract, including General Conditions, Section 00700, and Supplemental General Conditions, Section 00810-IDIQ, and Division 1 requirements.

1.2 DESCRIPTION OF WORK

1.21 Scope of Work

- A. This section describes the Project in general and provides an overview of the extent of the Work to be performed by the CONTRACTOR. Detailed requirements and extent of Work is stated in the applicable Specification Sections and shown on the Drawings. CONTRACTOR shall, except as otherwise specifically stated herein or in any applicable part of these Contract Documents, provide and pay for all labor, materials, equipment, tools, construction equipment, and other facilities and services necessary for proper execution, testing, and completion of the Work.
- B. Any part or item of the Work which is reasonably implied or normally required to make the installation satisfactorily operable shall be performed by the CONTRACTOR and the expense thereof shall be included in the applicable unit prices or lump sum prices bid for the Work. It is the intent of these Specifications to provide the OWNER with the complete system. All miscellaneous appurtenances and other items of Work that are incidental to meeting the intent of the Specifications shall be considered as having been included in the applicable unit prices or lump sum prices bid for the Work even though these appurtenances and items may not be specifically called for in the Bid Documents.
- C. The Work of the Contract comprises the construction of new sidewalk, repair to existing sidewalk, installation of ADA ramps, construction of driveways, construction of retaining walls, installation of handrail, and replacement of meter, water valve, clean out, electric meter, removal and relocation of street and informational signs. Restoration shall be accomplished by use of backfill and sodding and shall be done within 2 calendar days of the placement of sidewalk. Saw cutting will be used to remove existing pavement, sidewalk, curb and gutter, etc. Debris must be removed and hauled daily.
- D. This contract is typically described as an Indefinite Delivery, Indefinite Quantity (IDIQ) contract. The project documents consist of all the typical City of Austin engineered details and specifications. Full design documents will not be provided for all locations. However, some projects may have full design documents. Each separate project location will be issued under a work assignment given to the contractor.

1.22 Location of Project

- A. The list of projects included on the Location Map are those that are currently being constructed. The contract is for an estimated period of eighteen (18) months with an estimated total dollar amount up to \$3,500,000 over the contract period depending on

Division 1 - General Requirements
SUMMARY OF WORK
Section 01010-IDIQ

availability of funding. However, no dollar amount is guaranteed and the City reserves the right to delete, add or substitute projects as it deems necessary.

- B. Each separate project location will be issued under a Work Assignment. The city's designated agent will issue Work Assignment Request to the Contractor providing the scope of work. The request will contain a site drawing, estimated quantities, estimated time of completion and request for a time/date for a site visit. The Contractor is required to meet within 3 calendar days of this notification.
- C. The work assignment may include more than one geographical location but within the limits of construction outlined in Section 00020.
- D. During the site visit, the Contractor will confirm the quantities provided by the City and ask for any additional clarification. Within 3 calendar days after the Contractor's questions are answered, the quantities confirmed and a final site drawing are forwarded to the Contractor, the Contractor will submit a signed proposal based on the line item pricing in Section 00300U, and confirmation of the estimated time of completion. Additional items not previously in the Section 00300U must be added to the contract by Change Order in accordance with Sections 00700 and 00810 prior to the issuance of a Notice to Proceed. Once counter-signed by the OWNER, a Work Assignment becomes a part of the Contract subject to all terms and conditions of the Contract. Work for each Work Assignment will be authorized under a separate Notice to Proceed.
- E. Once the City's designated agent has reviewed and approved the proposal, a Notice-To-Proceed will be issued to the Contractor. Mobilization must begin within 3 calendar days of Notice-To-Proceed on the initial contract and all subsequent Work Assignments.
- F. The Contractor will pay liquidated damages for each consecutive day after the agreed time of completion for each separate Work Assignment unless otherwise adjusted by Owner. If time of completion cannot be agreed upon, the Contractor will proceed with the Work Assignment and within 5 calendar days submit a detailed schedule outlining the work items and time of completion for the City's review. If an agreement still cannot be made, the Contractor may submit a claim as outlined in section 16.1 of the General Conditions 00700.
- G. Contractor will be required to work on up to four work assignments at a time unless otherwise agreed to in writing by the City. Work must be continuous on each work assignment. Contractor shall work all locations using a six-day-per-week, eight-hour-per-day work week.
- H. The Contractor will invoice on a monthly basis. The invoice will contain separate payment estimate sheets for each Work Assignment with a roll-up summary outlining the remaining quantities. Upon completion of each Work Assignment the Contractor will stamp the invoice for that Work Assignment as FINAL and will provide a lien waver / release for any future changes to that assignment. Retainage will be released at this time per assignment.

1.23 Contractor's Responsibilities

- A. Work as defined in each "work assignment." The Work of this Contract is specified in the City of Austin Standard Specifications, Special Provisions and Special Specifications listed in the Table of Contents.

- B. Secure all construction-related permits, other than those provided by OWNER as described in paragraph 6.6 of Section 00810, Supplemental General Conditions, and pay for the same.
- C. Arrange for the necessary temporary water and electric service and pay for these services and all water and electricity consumed during the construction Work.
- D. Provide adequate temporary sanitary facilities.
- E. Standard engineering sidewalk and ramp details have been included. Full design documents will not be provided. However, some sidewalks and ramps may require additional site specific detailed drawings in which case the engineer assigned to the specific project will visit the site with the CONTRACTOR to determine the level of detail required for the drawings. CONTRACTOR shall provide grades, lines and levels as needed to construct the project and to field location obstructions, utilities, etc.
- F. Contractor shall provide potholing, excavating and other utility coordination efforts, in conjunction with City staff and third-party utilities, during the course of construction to determine and pre-determine such conflicts. Contractor understands that extensive or full utility coordination was NOT done nor is provided prior to construction but will be done during the course of construction in a "Partnering" manner with the Contractor, City and 3rd party utilities.
- G. Contractor shall have available responsible staff to assist City with contacting and coordinating with affected merchants, residents and associations for purposed and on-going construction work and locations. Contractor shall use flaggers or other necessary measures to assist businesses for access during construction of driveways and sidewalks, in addition to other contractually required provisions as appropriate.
- H. Contractor shall include in the bid, traffic control measures, as required by the contract and other governing rules, but NOT pre-determined in the bid documents, to accomplish construction and as required by such regulations.
- I. The construction site will be in use by public throughout the duration of contract. CONTRACTOR shall not unreasonably encumber the construction site with materials or equipment. CONTRACTOR shall assume reasonable responsibility for protection of construction site.

1.24 Easements and Rights-Of-Way

CONTRACTOR shall confine his construction operations within the limits indicated on the Drawings, and shall use due care in placing construction tools, equipment, excavated materials, and pipeline materials and supplies so as to cause the least possible damage to property and interference with traffic. If the CONTRACTOR requires additional easement for his operations, the CONTRACTOR is solely responsible for acquisition and maintenance of the easement. No additional compensation will be provided by the OWNER.

A. Easements

Easements across private property are indicated on the Drawings. CONTRACTOR shall set stakes to mark the boundaries of construction easement across private property. The stakes shall be protected and maintained until completion of construction and cleanup.

B. Rights-of-Way

Permits for Work in rights-of-way shall be obtained by the CONTRACTOR. All Work performed and all operations of CONTRACTOR, his employees, or subcontractors, within the limits of railroad and highway rights-of-way, shall be in conformity with the requirements and be under the control (through OWNER) of the railroad or highway authority owning, or having jurisdiction over and control of, the right-of-way in each case.

C. Staging Area

Any staging area(s) must be approved by the OWNER'S Watershed Protection Department prior to use.

1.27 Unfavorable Construction Conditions

No portion of the Work shall be constructed under conditions which adversely affect the quality or efficiency thereof, unless special means or precautions are taken by CONTRACTOR to perform the Work in a proper and satisfactory manner.

End

