

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

ADDENDUM No. 1

Date June 17, 2015

City of Austin

Project Name **2015-2018 Bridge Maintenance: Indefinite Delivery Indefinite Quantity**

C.I.P. No. **5873.036**

IFB 6100 **CLMC546**

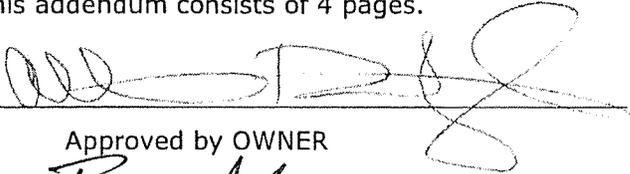
This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated June 8, 2015. Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

A. Project Manual Revisions:

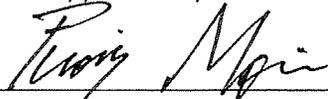
Section 00020 Invitation for Bids

REPLACE with the attached which revises the bid date.

This addendum consists of 4 pages.



Approved by OWNER



Approved by ENGINEER/ARCHITECT




6/17/15

END

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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:

2015-2018 Bridge Maintenance: Indefinite Delivery Indefinite Quantity

Located at: Various bridge locations throughout the city of Austin

CIP ID# 5873.036

IFB# 6100 CLMC546

The Work generally consists of providing the following services, including but not limited to: Channel scour remediation, rock riprap, curb & gutter, driveway and sidewalks, metal beam guard railing installation, bridge railing, concrete repair, railing post reconstruction, joint seals, milling and asphalt overlay, and striping as maintenance work on the selected bridges. Include all required traffic control and erosion control measures to perform the work.

This Contract is an Indefinite Delivery, Indefinite Quantity (IDIQ) CONTRACT. A Work Assignment will be issued to the Contractor for each specific Work Assignment location. The Work Assignment will include project location, Contract Time, engineering design, and other required documentation. The Contract Documents consist of all the applicable City of Austin standard details and specifications with the understanding that full design documents will be provided with each Work Assignment.

The CONTRACTOR is required to meet the OWNER in the field to discuss details of each potential Work Assignment. 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 twelve (12) - month term, with two (2) possible twelve (12) -month extension(s) option(s). Extension of the Contract will be at the mutual agreement of both the OWNER and the CONTRACTOR. If the CONTRACTOR chooses not to renew, a hold over extension of the Contract term for up to 120 calendar days may be implemented by the OWNER to allow time for re-bidding. The OWNER reserves the right not to offer an extension. Work Assignments may be issued at any time during the term of the Contract. Work Assignments not completed by the expiration date of the Contract are subject to the terms and conditions of the Contract which will continue in full force and effect.

The initial Contract Amount will not exceed \$550,000.00 for the initial Contract Term and \$550,000.00 for each extension option for a total potential Contract Amount not to exceed \$1,650,000.00, which may be increased subject to the availability of funding and further approval of the Austin City Council.

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 \$1,650,000,00, subject to further appropriations.

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

Each Work Assignment must be finally completed within the Contract Time established by the OWNER for each Assignment. The OWNER will consult with the CONTRACTOR regarding the duration of each Work Assignment, but the OWNER will have the ultimate discretion on the duration of the Assignment, which shall be reasonably determined. Work must continue through successive Working Days and approved working hours.

The unit prices bid by the successful bidder shall remain firm throughout the initial term 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 Engineering News 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 full force and effect. The prevailing wage rates, Section 00830, will be replaced at the time of an adjusted bid price increase with the then current prevailing wage rates.

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) 10:30AM Monday June 29, 2015.

ALL COMPLIANCE PLANS ARE DUE PRIOR TO (Austin time) 2:30 PM Monday June 29, 2015.

BIDS WILL BE OPENED AT (Austin time) 2:30 PM Monday June 29, 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 Contract award. 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 Connection system. Log onto https://www.ci.austin.tx.us/financeonline/vendor_connection/index.cfm 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.

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

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 term of the Contract shall be executed on forms furnished by OWNER. Each bond shall be issued in an amount of one hundred percent (100%) of the not to exceed 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 not to exceed Contract Amount must be provided for the additional term(s).

Minimum insurance requirements are specified in Section 00810-IDIQ, Supplemental General Conditions. Prevailing 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 be completed within the number of days specified in the Notice to Proceed. Work under this Contract will be issued as individual Work Assignments, as defined within Supplemental General Conditions, Section 00810-IDIQ. In addition, Work to be performed is generally outlined in the Summary of Work, Section 01010-IDIQ. Work duration and designations of substantial and/or final completion will be specific to each Work Assignment. Failure by the CONTRACTOR to satisfy the substantial/final completion requirements of any Work Assignment 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 Assignment may designate a substantial and/or final completion date, after which liquidated damages will be assessed until substantial and/or final completion is achieved, in accordance with the Bid Form, Section 00300U-IDIQ.

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 June 16, 2015 at 1:00 PM (Austin time) at One Texas Center, 505 Barton Springs Road, Suite 8A
(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

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Section 00020-IDIQ

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:

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CONTRACT COMPLIANCE REP.: Monica Lopez
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email monica.lopez@austintexas.gov

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