

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

ADDENDUM No. 1

Date December 30, 2015

City of Austin

Project Name **Elevator Refurbishment**

C.I.P. No. **6001,093**

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated November 30, 2015. Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

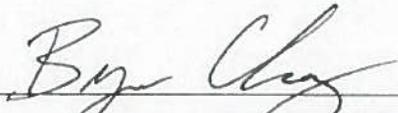
A. Project Manual Revisions:

1. Supplemental General Conditions / 00810: Delete Section 00810 dated 11/02/15 in its entirety and replace with the attached Section 00810 shown as ADD 1 and dated 12/30/15 in the footer. Changes to Article 15 – Suspension of Work and Termination of the General Conditions / 00700 have been made through this specification adding Section 15.9 Owner Suspension of Work for Special Events and Holidays on Page 5 of 6.

This addendum consists of 2 page(s)/sheet(s).



Approved by OWNER



Approved by ENGINEER/ARCHITECT

END



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

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

ARTICLE 1 - DEFINITIONS

Add the following definition:

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

Frank Gratton, A.I.A.

RS&H, Inc. (F-3401)
8140 N. MoPac Expressway
Building 2, Suite 100
Austin, Texas 78759

Sharon Bickford, P.E.

Encotech Engineering Consultants (F-1141)
8500 Bluffstone Cove
Suite B-103
Austin, Texas 78759"

ARTICLE 2 - PRELIMINARY MATTERS

2.4 Before Starting Construction:

Delete 2.4.2.6 and replace with the following (changes to the original text are identified by underlining):

- .6** a preliminary schedule of values for all of the Work. This schedule of values shall be organized by Subcontractor, with each item of Work to be performed by that Subcontractor broken out under the Subcontractor's name, and shall be subdivided in sufficient detail to serve as the basis for progress payments during construction. At a minimum, each trade shall be split between materials and labor. Prices will include an appropriate amount of overhead and profit applicable to each item of Work."

ARTICLE 5 - BONDS AND INSURANCE

"5.3 Insurance:5.3.1 CONTRACTOR Provided Insurance

5.3.1.1 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.

5.3.1.2 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 \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability each accident.

5.3.1.3 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. 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.

5.3.1.4 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 and CG 2037 or equivalent.
- 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 coverages A&B with minimum limits as follows:

- .1 A combined bodily injury and property damage limit of \$500,000 per occurrence.

5.3.1.5 Builders' Risk Insurance. CONTRACTOR shall maintain Builders' Risk Insurance or Installation Insurance on an all risk physical loss form in the Contract Amount. Coverage shall continue until the Work is accepted by OWNER. OWNER shall be a loss payee on the policy. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

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:

- .1 Building Permit(s). OWNER's responsibility for obtaining and paying for the Building Permit(s) shall be limited to the following where applicable: the required Electrical Service (Aid of Construction) Fee, Water and Wastewater Tap Fees, Water and Wastewater Capital Recovery Fees, and Septic Permit Fee. The OWNER's responsibility for obtaining and paying for the Building Permit(s) excludes securing and paying for the following where applicable: 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.

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 11 - CHANGE OF CONTRACT AMOUNT

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 or unit price properly itemized and supported by sufficient substantiating data, including documentation by subcontractors performing the work, to permit evaluation, the following method may be used:

COMPONENT ONE - The R.S. Means Co., Inc. 'Building Construction Cost Data' - latest edition - will 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.):

<u>DOLLAR VALUE OF CONTRACT</u>	<u>% OF TOTAL COST OF CHANGE ORDER ADDED FOR BOND EXPENSE</u>
100,000 or less	2.5
100,001 thru 500,000	1.5
500,001 thru 2,500,000	1.0
2,500,001 thru 5,000,000	0.75
5,000,001 thru 7,500,000	0.70

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.

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 to complete the repairs."

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

Add the following:

"**15.9 Owner Suspension of Work for Special Events and Holidays:** The Contractor will not be allowed to work during the following events/dates: Formula 1 (October 16-28, 2016), Thanksgiving (November 20 through December 2, 2016), Christmas (December 18, 2016 through January 1, 2017) and South by Southwest (March 06-24, 2017). All elevators as part of the current contract shall be fully operational for use during the mentioned events. These days will not be charged against the total contract time. Contractor shall include any associated costs (mobilization, de-mobilization, etc.) due to the suspension of work into the Base Bid cost. Any suspension of work due to awarded Alternates will be negotiated during construction."

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. _____

END