

Document 00910

**ADDENDUM NO. 1**

Date of Addendum: 4/8/16

PROJECT NAME: Lift Station Renewal and Replacement – Greens Crossing No. 3  
and Parker Street Lift Station Rehabilitations, and Fir Ridge  
Diversion

PROJECT NO: WBS No. R-000267-0117-4

BID DATE: April 28, 2016 (There is a correction to the Bid Date.)

FROM: J. Timothy Lincoln, P.E., City Engineer  
City of Houston, Department of Public Works and Engineering  
611 Walker Street  
Houston, Texas 77002

Attn: Iraj M. Ranjbar, Project Manager

TO: Prospective Bidders

This Addendum forms a part of the Bidding Documents and will be incorporated into the Contract documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs.

**CHANGE IN BID DATE**

The corrected Bid Date for this Project is April 28, 2016.  
Date

Time of day and place for submittal of bid remains the same.

*This Addendum uses the change page method: remove and replace or add pages, or Drawing sheets, as directed in the change instructions below. Change bars ( | ) are provided in the outside margins of pages from the Project Manual to indicate where changes have been made; no change bars are provided in added Sections. Reissued Drawing Sheets show the Addendum number below the title block and changes in the Drawing are noted by a revision mark and enclosed in a revision cloud.*

ADDENDUM NO. 1

CHANGES TO PROJECT MANUAL

BIDDING REQUIREMENTS

1. Document 00210 – Supplementary Instructions to Bidders. Replace Page 00210-4.

CONTRACT FORMS

2. Document 00430 – Bidder's Bond (For filing; Example Form). Replace Document 00430 with revised attached Document 00430.
3. Document 00455 – Affidavit of Ownership or Control. Replace Page 00455-1.
4. Document 00501 – Resolution of Contractor. Replace Document 00501 with revised attached Document 00501.

CONDITIONS OF THE CONTRACT

5. Document 00800 – Supplementary Conditions. Replace Page 00800-3.

END OF ADDENDUM NO. 1



*E.A.*  
*IMR*  
*Ravi Kaleyatodi*  
Ravi Kaleyatodi, P.E., CPM  
Senior Assistant Director  
Department of Public Works and Engineering  
*4/8/16*

END OF DOCUMENT

- |   |   |
|---|---|
| 4. Individual subtotals for Stipulated Price, Base Unit Prices, Extra Unit Prices, Contractor Bonus, Cash Allowances, and Alternates; and the Total Bid Price | Sum of Individual subtotals for Stipulated Price, Base Unit Prices, Extra Unit Prices, Contractor Bonus, Cash Allowances and Alternates |
|---|---|

10.0 – BID SUBMISSION: Add the following Paragraph A.1 to this Section:

A. Add the following Paragraph A.1:

1. City Secretary will receive Bids at 900 Bagby, Room P101, Houston, Texas until 10:30 a.m., local time on April 28, 2016.

15.0 – PREBID MEETING: Add the following Paragraph A.1 to this Section:

A. Add the following Paragraph A.1:

1. A Prebid Meeting will be held at 10:00 A.M. on Tuesday, April 12, 2016, in 15th Floor, Conference Room No. 1546 at 611 Walker Street, Houston, Texas 77002.

END OF DOCUMENT

Document 00430

**BIDDER'S BOND**

THAT WE, \_\_\_\_\_, as Principal,  
(Bidder)  
("Bidder"), and the other subscriber hereto, \_\_\_\_\_, as Surety, do hereby  
acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation, in the sum  
of \_\_\_\_\_ Dollars (\$) (an amount  
equal to 10 percent of the Total Bid Price, including Cash Allowances and Alternates, if any, for the payment of  
which sum, well and truly to be made to the City of Houston and its successors, the Bidder and Surety do bind  
themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS**, the Bidder has submitted on or about this day a proposal offering to perform the following:

\_\_\_\_\_  
(Project Name, Location and Number)  
in accordance with the Drawings, Specifications, and terms and conditions related thereto to which reference is  
hereby made.

**NOW, THEREFORE**, if the Bidder's offer as stated in the Document 00410 – Bid Form is accepted by the  
City, and the Bidder executes and returns to the City Document 00520 – Agreement, required by the City, on  
the forms prepared by the City, for the Work and also executes and returns the same number of the  
Performance, Payment and Maintenance Bonds (such bonds to be executed by a Corporate Surety authorized  
by the State Board of Insurance to conduct insurance business in the State of Texas, and having an  
underwriting limitation in at least the amount of the bond) and other submittals as required by Document 00495  
- Post-Bid Procedures, in connection with the Work, within the Contract Time, then this obligation shall become  
null and void; otherwise it is to remain in full force and effect.

If Bidder is unable to or fails to perform the obligations undertaken herein, the undersigned Bidder and  
Surety shall be liable to the City for the full amount of this obligation which is hereby acknowledged as the  
amount of damages which will be suffered by the City on account of the failure of such Bidder to perform such  
obligations, the actual amount of such damages being difficult to ascertain.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually  
received or, if earlier, on the third day following deposit in a United States Postal Service post office or  
receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective  
other Party at the address prescribed in the Contract documents, or at such other address as the receiving  
Party may hereafter prescribe by written notice to the sending Party.

**IN WITNESS THEREOF**, the Bidder and Surety have signed and sealed this instrument on the respective  
dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)  
WITNESS: (if not a corporation)

By: \_\_\_\_\_  
Name:  
Title:

ATTEST/SURETY WITNESS: (SEAL)

By: \_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
(Full Name of Surety)

\_\_\_\_\_  
(Address of Surety for Notice)

\_\_\_\_\_  
(Telephone Number of Surety)

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**END OF DOCUMENT**

00430-1  
02-01-2004



Document 00501

**RESOLUTION OF CONTRACTOR**

\_\_\_\_\_, ("Contractor"),

(Name of Contractor, e.g., "Biz. Inc.", "Biz LLP")

is a \_\_\_\_\_,

(Type of Organization, e.g.: Corporation, Limited Partnership, Limited Liability Partnership, Limited Liability Company, etc.)

which is bound by acts of \_\_\_\_\_,

(Name and Form of Governing Entity, e.g., "Biz Inc. Board of Directors", "Bill Smith, GP", etc.)

("Governing Entity").

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Governing Entity resolved, in accordance with all documents, rules, and laws applicable to the Contractor, that

\_\_\_\_\_, is authorized to act as the

(Contractor's Representative)

Contractor's Representative in all business transactions (initial one) \_\_\_\_ conducted in the State of Texas OR \_\_\_\_ related to this Contract; and

The Governing Entity warrants that the above resolution (a) was entered into without dissent or reservation by the Governing Entity, (b) has not been rescinded or amended, and (c) is now in full force and effect; and

In authentication of the adoption of this resolution, I subscribe my name on this day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Authorized Signature for Governing Entity)

\_\_\_\_\_  
(Print or Type Name and Title of Authorized Signatory)

**SWORN AND SUBSCRIBED** before me on \_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Print or Type Name of Notary Public

00501-1  
02-01-2010

directing physical change to building or plant construction on the Work site and/or all land improvements including all work. (Including but not limited to earthquake, flood, boiler, and machinery including testing, damage to existing or adjoining property, time element coverage, collapse, soft costs (management, architecture, financial costs, pre-opening costs, etc.), transit coverage, off-site storage).

Contractor's Pollution Liability:

\$1,000,000 each occurrence

Including pollution coverage for Contractual Liability, Clean-up costs, Abatement, Transport, and Non-owned disposal sites. Including Bodily Injury Liability, Property Damage Liability, and environmental damage arising from pollution conditions caused in performance of operations. Including Asbestos and Lead if part of operations.

(MCS - 90 endorsement to Auto Policy  
and removal of Pollution Exclusion)

\$1,000,000  
CSL

11.5            *MAINTENANCE BONDS: Insert the following Paragraph 11.5.2.*

11.5.2            One-year Surface Correction Bond: Contractor shall provide, on the City standard form, an additional One-Year Bond in an amount equal to four percent of the Original Contract Price or cost of repair. Bond shall provide for Contractor's correction, replacement, or restoration of backfill or subsurface and surface work not in accordance with the Contract, within one year from the date the One-Year Maintenance Bond has expired.

END OF DOCUMENT