



Nursery Road Paving & Utility Improvements and Hike/Bike Trail System Improvements

**ITB# 075D-21F
ADDENDUM #1
July 6, 2021
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1. THIS ADDENDUM IS HEREBY MADE AS PART OF THIS CONTRACT SPECIFICATION. THIS ADDENDUM IS ISSUED TO MODIFY, CLARIFY, EXPLAIN, OR CORRECT THE ORIGINAL SPECIFICATIONS. ANY CHANGE CALLED OUT IN THIS ADDENDUM SUPERSEDES THE ORIGINAL SPECIFICATIONS.
2. IN ORDER TO BE RESPONSIVE, BIDDERS SHALL ACKNOWLEDGE REVIEW OF THIS ADDENDUM BY RESPONDING TO THE FINAL ATTRIBUTE ADDED TO THE SOLICITATION FOR THIS PURPOSE. ANY BIDS THAT DO NOT INCLUDE THIS ADDENDUM ACKNOWLEDGEMENT SHALL BE CONSIDERED NON-RESPONSIVE.
3. **REVISE THE PRE-BID CONFERENCES DATES AS FOLLOWS:**

Date: August 11, 2021
Time: 10:00 a.m., CST
Location: Second Floor Conference Room 2A, Irving City Hall
825 W. Irving Blvd.
Irving, Texas 75060

Date: August 13, 2021
Time: 10:00 a.m., CST
Location: Second Floor Conference Room 2A, Irving City Hall
825 W. Irving Blvd.
Irving, Texas 75060
4. **REVISE THE CUT-OFF DATE FOR QUESTIONS AS FOLLOWS:**

Questions may be submitted through 4:00 p.m., Tuesday, August 17, 2021.
5. **REVISE THE BID OPENING DATE & TIME TO:**

Due Date: 3:00 p.m., CST, Friday, August 27, 2021
Location: City of Irving, Purchasing Division
835 W. Irving Blvd.
Irving, Texas 75060

SPECIAL INSTRUCTIONS TO BIDDERS

Attachment B-2

1. Bidding Process/Contact Information

The City of Irving is aware of the time and effort bidders spend in preparing and submitting bids. We will work with you to make the process as easy as possible. If you have questions or concerns about the bidding process in general, please contact:

Darlene Humphries, Purchasing Manager
dhumphries@cityofirving.org
972.721.3752

If you have questions or concerns regarding this solicitation specifically, please submit them electronically through the city's e-procurement website.

2. Method of Award

Award will be made in its entirety to the lowest responsive, responsible bidder. Bidders must complete all lines to be considered for award. The City reserves the right to award by whichever method is most favorable to the City, but will award to the lowest, responsive, responsible bidder no matter which method is used. Awards totaling \$50,000 or more will be made by the Irving City Council. In determining the lowest responsive, responsible bidder, in addition to price, the recommendation may consider:

- 2.1 The ability, capacity, and skill of the bidder to perform the contract and provide the service required.
- 2.2 Whether the bidder can perform the contract to provide the service or make delivery within the time specified, without delay or interference.
- 2.3 The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- 2.4 The quality, workmanship, or performance of previous contracts or services.
- 2.5 The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.
- 2.6 The sufficiency of the financial resources and ability of a bidder to perform the contract or service.
- 2.7 The quality, availability, and the adaptability of the supplies or contractual services to the particular use required.
- 2.8 The ability of the bidder to provide future maintenance and services for the use of the subject of the contract.
- 2.9 The number and scope of conditions attached to the bid.
- 2.10 Prior experience or knowledge of the bidder concerning a particular field or piece of equipment.
- 2.11 The safety record of the bidder.

3. Public Bid Opening

A public bid opening will be held at **3:00 p.m. on Friday, August 27, 2021**, in the Purchasing Conference Room, 835 W. Irving Blvd., Irving, TX 75060.

4. Pre-Bid Meeting

A pre-bid meeting will be held on **Wednesday, August 11, 2021 at 10:00 a.m. in the Second Floor Conference Room 2A, 825 W. Irving Blvd., Irving, TX 75060.** A second pre-bid meeting will be held on **Friday, August 13, 2021 at 10:00 a.m. in the Second Floor Conference Room 2A, 825 W. Irving Blvd., Irving, TX 75060.** Attendance at one of the two pre-bid meetings is mandatory and is a preferred method of receiving questions and requests from vendors for clarification.

5. Insurance Requirements

This solicitation has insurance requirements. They are listed as Attachment D-3 and D4. Please review the requirements with your insurance agent and submit insurance affidavit (Attachment D-4) with your bid.

6. Bid Bond

Bid security in the form of a bid bond, certified check, or cashier's check payable without recourse to the order of the City of Irving, Texas, in an amount not less than **five** percent of the amount of the bid must accompany each bid as a guarantee that, if awarded the contract, the bidder will enter into a contract within ten (10) days of the presentation of such contract to the bidder by the City. **Bidder must use Attachment G-2 – Bid Bond in order to be responsive**, and the bonding company supplying the bid bond must be authorized to do business in the State of Texas with a Bond rating A- or better.

The bid security submitted with each bid shall be considered, not as a penalty, but as the amount of the liquidated damages representing a reasonable estimate of damages because the damages which the City of Irving will sustain by the failure, neglect, or refusal of the bidder to execute and deliver the contract, should the contract be awarded him, are incapable of estimation or difficult to ascertain.

If the bidder defaults in executing the agreement within ten (10) days after presentation of the contract to him, the bid security shall become the property of the City of Irving. The bid bond shall be retained by the City of Irving as liquidated damages in the event the successful bidder, after the award, fails to comply with the terms of this solicitation.

Bidder warrants that the bid he submits has been checked for mathematical correctness and same is correct. Bidder agrees that should he desire to withdraw his bid after bid opening because of a mathematical mistake that the City of Irving may retain the bid security as liquidated damages and not as penalty, and the bidder hereby waives any legal defense available to bidder for such mistake; including, but not limited to unilateral mistake or material mistake.

7. Performance, Payment, and/or Maintenance Bonds

This solicitation has bonding requirements. They are listed as Attachment G-3, G-4, G-5, and G-6. Review the requirements with your surety agent and submit Notice of Intent to Bond or similar documentation from approved surety company indicating that your firm can acquire bonding upon award.

8. Required Contract

This solicitation requires a signed contract prior to award. City's contract is attached and upon approval of award by the Irving City Council, four original wet signature sets of contract documents accompanied by one completed with wet ink signature State of Texas Form 1295, Certificate of Interested Parties (per instructions provided in Attachment C-4, Instructions for State Law Mandated Certificate of Interested Parties Form), will be required no later than 14 calendar days after the date of approval of award. Any exceptions to the attached contract must be submitted with your bid and any exception may or may not be accepted by the City of Irving.

9. Bidding as an Agent

Bidders on construction projects must be prepared for their firm to perform at least 60% of the work required with the firms own forces to fill this contract. If the firm does not intend to perform at least 60% of the work required, they must provide who they propose to use as subcontractors and their references and experience record as required in Vendor Summary Page.

10. Contractor's Duties

All work performed under this contract shall be performed in accordance with all provisions of these specifications and drawings. Any deviations from the specifications or plans must be approved in writing by the owner or his representative. The contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspection. The contractor shall immediately upon discovery, bring to the attention of the owner any conflicts which may occur among the various provisions of the specifications and plans. The owner shall resolve such conflicts and shall be responsible for any costs reasonable incurred by the contractor due to such conflict. Failure of the contractor to bring conflicts or exceptions to the attention of the owner shall allow the owner to require any changes deemed necessary before acceptance by the owner.

11. Delays

The City shall not be liable to a Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the City.

12. Prevailing Wage Rate

The minimum wage rate schedule as adopted by the Irving City Council (Council Resolution No. 2015-233) is the Davis Bacon Act Standards for Dallas County, Texas, and shall be the prevailing minimum wage rate schedule for all work to be performed in this contract. The Contractor and Sub-Contractors shall conform to the minimum wage rate schedule as specified herein for Dallas County, TX for the pertinent Construction Type:

<http://www.wdol.gov/dba.aspx>

13. Final Payment

Final payment will not be processed until the work is accepted by the City of Irving.

14. Partial Payments

If a performance bond is posted, partial payments may be approved upon submission of evidence of materials on hand and percentage of work completed and verified by authorized City Personnel. However, a portion of each payment will be retained by the City until the project is completed and the City grants final payment.

15. Disposal of Refuse

Contractor shall clean the site and dispose of all refuse at a Texas Commission on Environmental Quality (TCEQ) approved landfill other than the City of Irving Landfill.

16. Qualification of Bidders

The City of Irving requires that a bidder shall be a specialist in this field and have the personnel, experience, skill, and the organization to provide the materials and labor necessary for the project. Contractor Qualification Statement, AIA Document A305, may be requested prior to award of contract.

17. Evidence of Qualifications

Upon demand by the City, the bidder shall provide any additional information to substantiate qualifications. The information to be provided shall include but may not be limited to the following.

- Relevant Experience - This background information shall provide information concerning three comparable installations in the U.S. Provide name, owner, location, and the date of completion.
- Maintenance Program - This background information shall provide details about the existing repair work/remedial work program which the bidder presently staffs and which would enable the bidder to provide remedial work as may be required under the guarantee provided.
- Technical Resources - This background information shall outline the availability of personnel, equipment and materials required for the completion of this projection time.
- Other factors deemed to be relevant.
- Financial integrity of bidder.

18. Materials

The materials specified have been determined to have characteristics appropriate for the purposes of this project. In the event that the clause "or equal" is not used in the specifications pertaining to the material or article, the use of an alternate article other than that specified must be submitted per the alternate checklist for the written approval of the owner or his representative not less than ten (10) working days before opening of the bid. If the product is acceptable, the City will approve it in an addendum issued to all prime bidders on record. The owner reserves the right to reject any or all bids.

19. Submittal of Plans & Specifications

Before commencing work, the contractor shall submit for approval two copies of the complete information covering all materials and equipment that he proposed to furnish. Said submittals shall be accompanied by a letter of transmittal listing the

information being submitted and identifying its compliance with the provisions of this specification. The contractor shall commence no work nor purchase any materials prior to the approval of the submittals except at the contractor's risk. Approval of the submittals by the owner shall not be considered a waiver of any provisions of the specifications nor shall they be construed to permit a waiver from any of the performance criteria required at the final inspection.

20. Testing

An independent testing Laboratory, employed and paid for by the City of Irving will perform the professional testing and laboratory services. Subsequent testing of substandard materials shall be paid for by the contractor. Contractor shall coordinate all testing with the Laboratory and advise laboratory sufficiently in advance of construction to allow for required check tests to be scheduled.

21. Warranties

Contractor shall supply a minimum of two years warranty on all labor and workmanship, execute and assemble documents from subcontractors, suppliers and manufacturers and submit said documents prior to final application for payment. All warranties shall commence with the final acceptance of the project by the City of Irving. Any warranty for materials or equipment which is greater in length of time from the above shall be itemized on a warranty page and submitted prior to final payment.

22. Permits

The City of Irving will require that all applicable permits be issued prior to commencement of any work. No City of Irving fee will be charged for City of Irving permits.

23. TIME ALLOWED FOR CONSTRUCTION

The total time for the project is **465** calendar days. **Proposing more calendar days than specified in this paragraph shall be grounds for declaring the bid "non-responsive"**.

The contractor shall commence work not more than 14 calendar days after the date written notice to do so shall have been given to him, and to complete the work on which he has bid, within the number of calendar days specified in these Instructions to Bidders, after the date of written notice to commence work and as provided in the City of Irving's Standard Form of Agreement. Work shall proceed as delineated in Section 01010 of these specifications.