

Document 00910-CSP

ADDENDUM NO. 1

Date of Addendum: 01/09/2020

PROJECT NAME: Hermann Square Renovation

PROJECT NO: F-000874-0001-4

PROPOSAL DATE: March 5, 2020 (There is no change to the Proposal Date.)

FROM: City of Houston, General Services Department  
900 Bagby, 2nd Floor, City Hall Annex  
Houston, Texas 77002  
Attn: Duncan Elliott, Senior Project Manager

TO: Prospective Proposers

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

**CHANGES TO PROJECT MANUAL**

**INTRODUCTORY INFORMATION**

1. Document 00010 – Table of Contents. Replace pages 00010-CSP-1 and 00010-CSP-2 with the attached pages.

**CONTRACTING REQUIREMENTS**

2. Document 00800 - Supplementary Conditions. Replace Document 00800 in its entirety with attached.

END OF ADDENDUM NO. 1

(CRC:   
Richard Vella  
Assistant Director  
Real Estate, Design & Construction Division  
General Services Department

DATED: 01/09/2020

Document 00010-CSP

**TABLE OF CONTENTS**

NOTE: Capitalized Specification Sections are included in <https://edocs.publicworks.houstontx.gov/engineering-and-construction/specifications.html> ; and are incorporated in Project Manuals by reference as if copied verbatim. Documents listed "for filing" are to be provided by Proposer and are not included in this Project Manual unless indicated for example only. The Document numbers and titles hold places for actual documents to be submitted by Contractor during Proposal, post-Proposal, or construction phase of the Project. Specification Sections marked with an asterisk (\*) are amended by a supplemental specification, printed on blue paper and placed in front of the Specification it amends. Documents in the 200, 300 and 400 series of Division 00, except for Document 00410B – Proposal Form, Part B, are not part of the Contract.

| <b><u>Doc. No.</u></b> | <b><u>Document Title</u></b> | <b><u>Doc. Date</u></b> |
|------------------------|------------------------------|-------------------------|
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**INTRODUCTORY INFORMATION**

|           |                        |            |
|-----------|------------------------|------------|
| 00010_CSP | Table of Contents..... | 02-01-2019 |
| 00015     | List of Drawings ..... | 02-01-2004 |

**PROPOSAL REQUIREMENTS**

**INSTRUCTIONS TO PROPOSERS**

|            |  |            |
|------------|--|------------|
| 00200_CSP  | Instructions to Proposers .....                | 08-20-2018 |
| 00202_CSP  | Evaluation Process and Criteria.....           | 06-20-2019 |
| 00202A_CSP | Standard Form Statement of Qualifications..... | July 2019  |
| 00210_CSP  | Supplementary Instructions to Proposers .....  | 08-20-2018 |
| 00220_CSP  | Request for Proposal Information .....         | 06-11-2004 |

**INFORMATION AVAILABLE TO PROPOSERS**

|           |                               |            |
|-----------|-------------------------------|------------|
| 00320_CSP | Geotechnical Information..... | 09-02-2005 |
|-----------|-------------------------------|------------|

**PROPOSAL FORMS AND SUPPLEMENTS**

|           |   |            |
|-----------|---|------------|
| 00410_CSP | Proposal Form, Part A .....                     | 02-01-2017 |
| 00410_CSP | Proposal Form, Part B .....                     | 02-01-2017 |
| 00430_CSP | Proposer's Bond (For filing; Example Form)..... | 02-01-2004 |
| 00450_CSP | Proposer's Statement of SMWBE Status.....       | 07-01-2013 |
| 00452     | Campaign Finance Ordinance Form A.....          | 12-15-2016 |
| 00453_CSP | Proposer's Statement of Residency.....          | 12-15-2016 |
| 00454     | Affidavit of Non-interest.....                  | 02-01-2004 |
| 00455     | Affidavit of Ownership or Control .....         | 12-15-2016 |
| 00457     | Conflict of Interest Questionnaire.....         | 02-28-2006 |

| <b><u>Doc. No.</u></b>          | <b><u>Document Title</u></b>  | <b><u>Doc. Date</u></b> |
|---------------------------------|---|-------------------------|
| <b>GENERAL CONDITIONS</b>       |   |                         |
| 00700                           | General Conditions .....  | 05-10-2019              |
| <b>SUPPLEMENTARY CONDITIONS</b> |   |                         |
| 00800                           | Supplementary Conditions .....  | 05-10-2019              |
| 00805                           | Equal Employment Opportunity Program Requirements.....  | 03-01-2016              |
| 00808                           | Requirements for the City of Houston Program for Minority,<br>Women and Small Business Enterprises (MWSBE), and Persons<br>with Disabilities Business Enterprises (PDBE)..... | 07-01-2016              |
| 00820                           | Engineering Construction Wage Rates .....   | 02-01-2019              |
| 00840                           | Pay or Play Program .....   | 07-03-2012              |

Document 00800

SUPPLEMENTARY CONDITIONS

The following Paragraphs amend and supplement the May 10, 2019 edition of the General Conditions. Unaltered portions of General Conditions remain in effect.

ARTICLE 1 - GENERAL PROVISIONS:

1.1 *DEFINITIONS: Insert the following Paragraphs 1.1.23, and 1.1.25 reorder the remaining definitions accordingly. Please insert the amended definition of "Specifications".*

1.1.23 *Good Faith Efforts.* Steps taken to achieve an MBE, WBE, SBE, or PDBE goal or other requirements which, by their scope, intensity, and usefulness, demonstrate the bidder's responsiveness to fulfill the business opportunity objective, as well as the Contractor's responsibility to put forth measures to meet or exceed the MBE, WBE, SBE, or PDBE goal (Contract Goal). These steps apply from before a contract's award, through its duration, and after its conclusion, in the event the Contractor has been unsuccessful in meeting the Contract Goal. These efforts are required whether a Goal Oriented Contract or a Regulated Contract, as defined in the Office of Business Opportunity's Policy & Procedures Manual, available at <http://www.houstontx.gov/obo>.

1.1.43 *Specifications.* Divisions 01 through 48 of the documents that are incorporated into the Agreement, consisting of written General Requirements and requirements for Products, standards, and workmanship for the Work, and performance of related services. All specifications are amended to include, under the Measurement and Payment Section, the following sentence: "Work described as Incidental Work shall not be paid as a separate unit price item."

ARTICLE 3 - THE CONTRACTOR

3.5 *LABOR: Insert the following Paragraphs, 3.5.3.1.1, 3.5.3.1.2, and 3.5.3.1.3.*

3.5.3.1.1 If the Original Contract Price is greater than One Million Dollars, Contractor shall make Good Faith Efforts to comply with the City ordinances regarding Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Persons with Disabilities Business Enterprises (PDBE) and Small Business Enterprise (SBE) participation goals which are as follows:

3.5.3.1.1.1 the MBE goal is 16.81 percent,

- 3.5.3.1.1.2 the WBE goal is 4.15 percent, and
- 3.5.3.1.1.3 the PDBE goal is 0 percent.
- 3.5.3.1.1.4 The bidder may substitute SBE participation of no more than four percent of the MBE goal, the WBE goal, or portions of the MBE Goal and WBE Goal.
- 3.5.3.1.1.5 The bidder may not use Native-American-owned firms that are certified as MBEs to meet MBE contract goals. Native-Americans firms can only be used as SBEs in fulfillment of the above stated goals.
- 3.5.3.1.1.6 The bidder may not use MWSBE Suppliers to account for more than 50% of the MWSBE participation plan.

3.5.3.1.2 The MBE, WBE, PDBE, and SBE goals are specific to this Agreement. The Contractor shall make reasonable efforts to achieve these goals.

3.5.3.1.3 Failure by Contractor to comply with the goals for MBE, WBE, SBE, or PDBE is a material breach of the Agreement, which may result in termination of the Agreement, or such other remedy permitted as the City deems appropriate.

#### ARTICLE 7 – CHANGES IN THE WORK

7.1 CHANGES: Replace Paragraph 7.1.2 with the following Paragraph 7.1.2.

- 7.1.2 The following types of Change Orders require City Council approval:
- .1 a single Change Order that exceeds ten percent of Original Contract Price,
  - .2 a Change Order which, when added to previous Change Orders, exceeds ten percent of Original Contract Price,
  - .3 a Change Order, in which the total value of increases outside of the general scope of work approved by City Council, when added to increases outside the general scope of work approved by City Council in previous Change Orders, exceeds 40 percent of the Original Contract Price, even if the net increase to the Original Contract Price is ten percent or less. In this context, “increase” means an increase in quantity resulting from the addition of locations not within the scope of work approved by City Council, or the addition of types of goods or services not bid as unit price items.

Nothing in this Paragraph is intended to permit an increase of the Contract Price in excess of the limit set out in Tex. Loc. Gov’t Code Ann. §252.048 or its successor statute.

#### ARTICLE 8 - TIME

8.1 *PROGRESS AND COMPLETION: Add the following Paragraph 8.1.6.1.*

8.1.6.1 Contractor shall credit the City by Change Order for inspection services for overtime work or work performed on Sundays or Legal Holidays. The amount Contractor credits the City will be \$50.00 per hour per inspector for inspection services.

## ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 *UNIT PRICE WORK: Delete Section 9.1 in its entirety and insert the following Section 9.1.*

9.1 References to Unit Prices in individual Specification sections are not applicable to the Contract. Include payment for portions of the Work required by these sections in the Stipulated Price for the Contract.

9.4 *APPLICATIONS FOR PAYMENT, STIPULATED PRICE WORK: Insert the following Paragraph 9.4.3.*

9.4.3 The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Texas Government Code, Chapter 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

9.4.3.1 Payment Time - 10 Days: 2% Discount

9.4.3.2 Payment Time - 20 Days: 1% Discount

If the City fails to make a payment according to the early payment schedule above, but does make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

9.12 *LIQUIDATED DAMAGES: Insert the following Paragraph 9.12.1.1.*

9.12.1.1 The amount of liquidated damages payable by Contractor or Surety for each and every day of delay beyond Contract Time, are \$800.00 per day.

END OF DOCUMENT