



ADDENDUM NUMBER TWO (2)

DATE: August 21, 2012
RE: BID NO. 2012-81 – Demolition of City Building
OWNER: CITY OF EDINBURG
TO: ALL PROPOSERS, HOLDERS OF SPECIFICATIONS, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG
BID OPEN: 3:00 P.M. (Central Time), Monday, August 27, 2012

The following clarifications, corrections and directives shall become part of the Bid Proposal for **BID No. 2012-81 – Demolition of City Building**.

BID PROPOSAL FORM

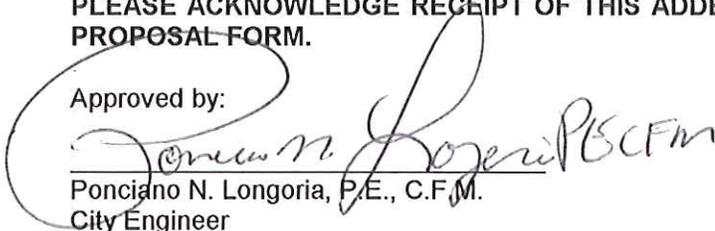
1. Replace Bid Proposal Form, Pages C1-C7 with Revised Bid Proposal Form, Pages C1-C7 (SEE ATTACHMENTS). This includes the following:
 - a. Revised Sheet C-2 through C-3 **REQUIREMENTS:** the addition of - H. Contractor must preserve all landscaping features (trees, plants, etc.) sidewalks, and parking lots.
 - b. Revised Sheet C-3, **HAZARDOUS MATERIALS:** will remove "The cost of such investigation, testing and resultant report shall be included in the bid." wording, and replace with the investigation, testing and resultant report shall be included from each which will be provided by the City of Edinburg.
 - c. Revised Sheet C-5 through C-6, **ESTIMATED QUANTITIES:** the addition of preservation of landscaping, sidewalks, and parking lots to the Item descriptions.

CLARIFICATIONS:

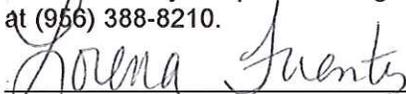
1. The City of Edinburg will be providing the Asbestos Reports for both locations.
2. Contractor will be responsible for the preservation of landscaping, (trees, plants, etc.), sidewalks and parking lots.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED IN THE BID PROPOSAL FORM.

Approved by:


Ponciano N. Longoria, P.E., C.F.M.
City Engineer

Please direct your questions regarding the preparation of the bid to Mr. Ponciano Longoria, P.E., C.F.M. at (956) 388-8210.


Lorena Fuentes, Purchasing Agent



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 388-8204 • Fax (956) 383-7111



**BID PROPOSAL FORM
BID NO. 2012-81
DEMOLITION OF CITY BUILDINGS
EDINBURG, TEXAS
AUGUST 2012**

**MR. PONCIANO N. LONGORIA, P.E., C.F.M.
DIRECTOR OF PUBLIC WORKS
CITY OF EDINBURG
415 W. University Dr.
EDINBURG, TEXAS 78541**

The undersigned, as bidder(s), declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Form of Contract, Notice to Bidders, General Conditions, Special Provisions, Measurement and Basis of Payment, specifications and the plans thereon referred to, and has carefully examined the locations, and conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer/Architect as therein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit price and materials to be furnished, may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of the work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The 5% bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and payment bond within the ten (15) days after its acceptance, in which case the bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder. It is understood that the Owner reserves the right to reject any or all bids.

ORIGINAL BID PROPOSAL FORM MUST BE SUBMITTED ALONG WITH THE BID AND CONTRACT DOCUMENTS BOOKLET

BIDDERS BOND in the amount of \$ _____, (5%) of the greatest amount bid in compliance with the INSTRUCTION TO BIDDERS.

The above Cashiers Check or Bidder's Bond is to become the property of the City of Edinburg, Texas, in the event the construction contract (when offered by the Owner) and bonds are not executed within the time set forth.

IMPORTANT NOTE:

For information regarding the method UNIT ITEMS are to be MEASURED AND PAID, please refer to the "MEASUREMENT AND BASIS OF PAYMENT" Section attached and made part of this Proposal.

GENERAL

The intent of these specifications is to provide services for the demolition, removal, and disposal of the old Minyard Building located at 215 W. University Dr. and City Library located at 401 E. Cano St. in a manner satisfactory to the Department of Public Works of the City of Edinburg and in accordance with all applicable state, local, and federal law, rules and regulations.

Please note that the demolition is for the structure and its contents located on the property at 215 W. University Dr. (old Minyard Building) and 401 E. Cano St. (old City Library) as shown on the attached exhibit. The building has sustained significant water damage and the roof is partially demolished; the remaining standing portions are in very good structural condition. Demolition shall be completed in 90 days.

REQUIREMENTS

The contractor shall include in the bid the price of demolition and removal of the structure, back-filling of foundation hole and rough grading and tamping of backfill to prevent erosion or surface water nuisance on this cleared lot, removing trash, rubbish, and debris, leaving lot clean and leveled to uniform grade. Demolition and removal of building shall be as required by the City of Edinburg Code or Ordinances Chapter 151 Building Regulations 151.017 & 151.027 with special attention given to the State of Texas Occupations Code Chapter 1954 – Asbestos Health. No demolition work shall begin until a permit is issued and required fees are paid.

- A. The City will have a licensed professional to remove and legally dispose of oil tanks, boilers, water tanks, etc., if any are located on the property. The contractor shall view the property and investigate for such elements prior to submitting a bid.
- B. Demolition should proceed in a systematic manner, from top to bottom. Complete demolition work above each floor or tier before disturbing supporting members on lower levels.
- C. Concrete shall be demolished in small sections.
- D. Locate demolition equipment throughout structure and remove materials so not to impose excessive loads to supporting walls, floors, or framing.

- E. Demolish foundation walls and other below grade construction, including concrete slabs, to a depth of not less than four (4') feet below existing grade and will be backfilled properly.
- F. Concrete walls and floors can be used as backfill when demolished and compacted in a manner that no cavities are present. Please ensure that the area to be filled is free of standing water, trash, and debris.
- G. Properly dispose of debris away from site in approved disposal areas at the Contractor's expense.
- H. Contractor must preserve all landscaping features (trees, plants, etc.), sidewalks, and parking lots.

HAZARDOUS MATERIALS

The demolition contractors who submit bids for the demolition of structures are responsible for viewing the sites and determining the nature and extent of all hazardous materials and special handling materials, which exist prior to bidding. **The estimated extent of hazardous materials and the estimated cost to legally remove and dispose of any hazardous materials shall be included in the base bid.** Caution should be observed when viewing the interior to assess the contents, due to its unstable structural condition.

The contractor who is awarded the bid will not be responsible to conduct a through investigation of the structure by a licensed professional and produce a report of those findings. **The investigation, testing and resultant report shall be included from each which will be provided by the City of Edinburg.** The reasonable cost to remove any additional hazardous materials found in the subsequent full investigation, above and beyond those contained in the base bid, will be compensated for through change orders to the original contract. Request for such change orders shall be submitted to the Department of Public Works in writing and include copies of the investigation reports, and itemized breakdown of the cost to remove and legally dispose of the additional hazardous materials and documentation to support the requested costs of disposal are reasonable. If the City determines that the additional cost is fair and reasonable and accurate as verified the City, compensation will be allowed.

ABILITY AND EXPERIENCE OF BIDDER

The City reserves the right not to award the contract to any bidder who does not furnish evidence of prior experience, licenses, and current capabilities, including manpower and equipment, necessary to enable him to prosecute the required demolition and to successfully complete the work in the time named in the contract if requested to do so.

HISTORIC BUILDINGS

No person shall demolish any designated historic building with the approval of the Texas Historical Commission. Any applicant for a demolition permit shall obtain evidence of approval of the commission for all buildings prior to the Building Officer issuing any such permit. If a building is deemed to pose an imminent threat to the public health or safety then the Building Official may waive this requirement.

SANITARY AND DRAINAGE CONNECTIONS AND ALL OTHER UTILITIES

The Contractor shall obtain all necessary permits at the Contractor's expense before commencing work. The Contractor shall assure that all utilities and city services are disconnected and appropriate steps taken to protect the Contractor's interest in the property (e.g. capping of disconnected sewers) prior to the scheduling of demolition. The Contractor shall excavate, break, and seal all drainage and sanitary sewer connections at the street line of the building lot. Seals within the building will not be accepted. The sealed

pipes and drains shall not be back-filled until they have been inspected and approved by the City of Edinburg Code Enforcement Department or the Department of Public Works.

STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS

The Contractor is expected to conduct his work in such a manner as to minimize any soil erosion or sediment runoff from the demolition site. Contractor shall provide the Department of Public Works an SW3P Plan as part of the a permit application to be completed and approved by the Department of Public Works prior to commencement of work. Earth cuts and fill shall have smooth, flat side slopes to preclude erosion of the soil. Such operations should be time consistent with the actual need for doing the work and only to leave raw, unprotected surfaces for a minimum of time. The preparation and submittal of the SW3P or its approval process shall not constitute a claim for additional compensation or time extension of the project.

Erosion control devices, are called for in the proposal, shall be measured, and paid per Lump Sum of the project which shall include: Silt Fence, Hay Bales, Construction Entrances/Exits, and Maintenance of all devices as indicated. Implementation of the Best Management Practices (BMPs), sweeping, dust and debris control, watering, all to the limits and locations in the proposal, all complete in place.

DEMOLITION DISPOSAL AND FEES

The Contractor shall assure that the building inspector, or other official designated by the building official, is aware of their demolition operations at all times. The Contractor must provide sufficient evidence for a determination that he and all other subcontractors meet all Federal, State, and local laws and regulations without limiting the foregoing, the Contractor is responsible for removal and proper off-site disposal of demolition debris, including oil tanks with or without oil, and any other hazardous debris, including, but limited to Asbestos. **It is the responsibility of the contractor to determine the nature and extent of all hazardous and special handling materials, which exists on site prior to bidding.** The Contractor shall submit evidence of such legal removal and disposal, in the form of trucking slips, and in the case of hazardous materials, disposal permits, as part of their payment request to the City.

RODENT CONTROL

The Contractor shall take rodent control measures prior to demolition. These measures shall include a pre-demolition survey and extermination of rodents prior to the start of demolition to prevent their displacement to adjacent structures when necessary. This work when required is to be performed as part of the contract by a licensed exterminator and at no additional cost to the contract.

NOTIFICATION OF ADJACENT PROPERTIES

The Contractor shall provide notification to and protection of all adjacent properties. All demolition is to be confined to the property boundaries. No demolition activities are to be conducted on any public way without both prior consent and/or permits from the City of Edinburg's Code Enforcement Department and the Department of Public Works. Any work conducted on adjacent private property shall be conducted only with the prior written consent of the property owner. **All adjacent streets and sidewalks must be protected during demolition activities.**

BUILDING SEARCH

The Contractor shall conduct a thorough search of the property immediately prior to the demolition to assure that the property is vacant.

SECURE SITE

The Contractor shall secure the site of building to be demolished, including, but not limited to, the construction of fencing or other protective barriers (SW3P requirements), police protection, and protection of area residents from any and all hazards during demolition as deemed necessary to insure the safety of the public.

INVESTIGATION OF CONDITIONS

Bidders are required to submit their proposals upon the express condition that they have noted the site of the proposed work and are fully acquainted with work to be performed under this contract.

The Contractors are expected to make their estimates of the facilities needed and the difficulties attending the execution of proposed contract, including local conditions, availability of labor weather and other contingencies. In no event will the City assume any responsibility whatever for interpretation, deduction or conclusion drawn from the inspection of the site. Failure to acquaint themselves with the available information concerning these conditions will not relieve the successful bidder from responsibility for estimated difficulties and cost of successfully performing and completing the work.

METHOD AND ORDER OF DEMOLITION

Upon the award of contract, the Contractor shall immediately proceed to demolish the structure in accordance with the terms of the contract. Penalties may be imposed for failure to fully complete demolition to the full satisfaction of the City as specified within this document and the governing contract within thirty days of award of the contract without just cause. The Salvaging of materials may occur at the Contractor's option providing such operation does not impede the demolition process or create either a hazardous or nuisance condition. The method of demolition to be used shall not include burning, or fire, or explosives, of any form on the premises.

To Contractor shall demolish structures in a safe and orderly manner and remove all rubbish and other materials from the premises to the satisfaction and approval of the Code Enforcement Department and the Department of Public Works of the City of Edinburg. If the safety of the public so requires, in the opinion of the City of Edinburg, the contractor shall arrange with the Police Department for police protection at no additional cost to the contract.

The Contractor shall leave the premise free of rubbish and other like materials including existing rubbish found on the premises.

ESTIMATED QUANTITIES:

1. DEMOLITION OF PROPERTIES: 215 W. University (Minyard Building)

Item No.	Estimated Quantity	Unit	Item Description	Unit Price	Total
1.	1	1	DEMOLITION: Demolition, Hazardous Materials, Historic Buildings, Sanitary and Drainage, Stormwater Pollution Prevention Plan, preservation of landscaping, sidewalks, and parking lots;	\$ _____	\$ _____

2.	1	1	DISPOSAL OF ALL MATERIALS: Hauling, Disposal Fees, Environmental Fees,	\$ _____	\$ _____
----	---	---	--	----------	----------

TOTAL: DEMOLITION OF PROPERTY- 215 W. University (Minyard Building) \$ _____
(ITEMS 1-2)

2. DEMOLITION OF PROPERTIES: 401 E. Cano (Old Library Building)

Item No.	Estimated Quantity	Unit	Item Description	Unit Price	Total
1.	1	1	DEMOLITION: Demolition, Hazardous Materials, Historic Buildings, Sanitary and Drainage, Stormwater Pollution Prevention Plan, preservation of landscaping, sidewalks, and parking lots;	\$ _____	\$ _____
2.	1	1	DISPOSAL OF ALL MATERIALS: Hauling, Disposal Fees, Environmental Fees,	\$ _____	\$ _____

TOTAL: DEMOLITION OF PROPERTY- 401 E. Cano (Old Library) \$ _____
(ITEMS 1-2)

GRAND TOTAL: DEMOLITION OF THE TWO BUILDINGS \$ _____

The Number of Calendar days to complete contract 90.

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown and specified in the Plans and Specifications.

Bidder hereby agrees to commence work under this contract within 10 days after "NOTICE TO PROCEED" is issued, and to complete all the work in the Contract within 90 Calendar Days, except Saturdays, Sundays and City recognized holidays.

The undersigned bidder acknowledges the receipt of the following addenda:

ADDENDUM NO.	DATE	BY
ADDENDUM No. 1		
ADDENDUM No. 2		
ADDENDUM No. 3		
ADDENDUM No. 4		

Respectfully Submitted:

DATE: _____

BY: _____
(Signature)

(Type or Print Name)

(Title)

(Company)

(Address)

(City, State, Zip)

(Phone Number)

(Fax Number)

(Seal – If Bidder is a Corporation)