



Agenda Item: Bid Award

Title: Consideration of Bid Award for the old Yttrium Plant Demolition Project (Refinery property) located on Cedar Street

Recommended Council MOTION:

I move to award the bid for the Yttrium Plant Demolition Project to Stonehouse Construction, Inc. for an amount not to exceed \$330,535 and approve the construction contract with Stonehouse Construction, Inc. in an amount not to exceed \$330,535 and authorize the Mayor and City Clerk to sign.

Administrative or Policy Goal:

Clean up of properties in the city through partnerships with local entities

Background:

Clean up of the Yttrium Plant (refinery on Cedar Street) has been a desire of the City for many years. Negotiations were ongoing off and on for several years with the private. Laramie Rivers Conservation District (LRCD) successfully purchased the site recently and the City worked with them to secure a CDBG grant for clean up. The grant is in the amount of \$330,535.

LRCD, working through Trihydro, developed bid specifications for the demolition project, advertised the project, held a pre-bid conference and successfully received bids from three interested contractors. All bidders acknowledged receipt of addendums issued while the bids were advertised. Bid Addendum Number 5 is significant, and included with this cover sheet, as it notes how the bid may be awarded.

The City has worked closely with LRDC and Trihydro to ensure all interested contractors under the bid specifications, the addendums, and all questions from the pre-bid meeting were answered clearly. The City, LRCD and Trihydro are confident that the process has been thorough and conducted in accordance with Wyoming Statutes for public improvement projects.

Following analysis of the three bids received, Trihydro has confirmed that only one bidder is compliant with all bid requirements outlined in the bid specifications package. The City and LRDC agree with their conclusion.

Stonehouse Construction, Inc. is the qualified bidder that submitted a complete response to the bid packet. It is recommended that the bid be awarded in the amount of \$330,535 and a contract be approved accordingly.

Signature from the contractor on the contract will be obtained before May 6, 2014.

Legal/Statutory Authority:

Public improvements projects such as this are authorized under Wyoming Statutes.

BUDGET/FISCAL INFORMATION:

REVENUE

Source	Amount	Type
Fees/Charges for Service		
Grants for Projects	\$330,535.00	CDBG Funding
Loans on Project		
Other		
Total	\$330,535.00	

EXPENSE

Proposed Project Cost.

Project Budget	Amount	Funds
Project Cost	\$330,535.00	
Loans on Project		
Grants for Project		
Other/Outside Projects		
City's Amount	\$0.00	
Contingency %	\$0.00	
Total Amount	\$330,535.00	

Amount spent to date (approved and adopted by Council)

Budget	Amount	Funds
Total Budget Allocation	\$330,535.00	Major Capital Projects Fund
Less Amount Spent to Date		
Remainder of Budget	\$330,535.00	

Proposed Cost (Approval of this item authorizes preparation of a budget revision for the proposed amount)

Expenditures	Amount	Fund
Proposed Expenditure		
Current Budget		
Additional Amount Requested		
Total Proposed Budget	\$0.00	

Responsible Staff:

Sarah Reese 721-5201
 Dave Derragon 721-5304

Attachments: Bid Tabulation Form; Trihydro Bid Responsiveness Checklist; Contract with Stonehouse Construction, Inc.;

BMD City Manager EJ City Attorney _____

**AGREEMENT FOR
PROFESSIONAL CONSTRUCTION SERVICES
FOR THE YTTRIUM BUILDING PROJECT
CITY OF LARAMIE WYOMING, LARAMIE RIVERS CONSERVATION DISTRICT
AND
STONEHOUSE CONSTRUCTION, INC.**

1. **Parties.** This Contract is entered into this 6th day of May, 2014 by and between City of Laramie, Wyoming, (hereinafter referred to as “City”), whose address is PO Box C, 406 Iverson , Laramie, Wyoming 82073, and Stonehouse Construction, Inc., (hereinafter referred to as “Contractor”), whose address is 4089 North 3rd Street, Unit D, Laramie, WY 82072.

2. **Purpose of Contract.** Contractor shall be permitted to provide Construction Services for demolition of the Yttrium Building as outlined in the bid submitted on April 8, 2014.

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. No services shall be performed prior to the contract effective date. The term of the Contract is from the date of execution through November 30, 2014, unless otherwise terminated or extended as outlined herein.

4. **Payment.** Contractor agrees to provide the City with Construction services for demolition of the Yttrium Building as outlined in the project’s bid specifications packet and bid submitted on April 8, 2014 in an amount not to exceed \$330,535.

5. **Responsibilities of Contractor.**

5.01 Contractor shall consult, to the extent required by City, with authorized employees, agents and/or representatives of City relative to the details for the services in Attachment A (Bid submitted on April 8, 2014).

5.02. Contractor shall designate a principal or member of Contractor’s staff satisfactory to City as the Project representative who shall, so long as their performance continues to be acceptable to City remain in charge of the project as specifically outlined in the Bid submitted on April 8, 2014.

5.03. If applicable to the project, Contractor shall adhere to Wyoming Statute 16-6-101 and Wyoming contractor preference laws (Wyoming State Statutes 16-6-102 to 16-6-107) before awarding any subcontracts for work to be performed on the project. Contractor shall adhere to all Federal regulations required by Community Development Block Grants (CDBG).

5.04. Contractor shall award to responsible Wyoming resident contractors not less than seventy percent (70%) of the value of the total subcontract work to be performed for the project.

6. **Responsibilities of City.**

6.01. City's representative and as identified in Paragraph 8.15 shall be authorized to act on the behalf of City with respect to the services in Attachment A. City and/or his designee shall render decisions in a timely manner pertaining to services provided by the Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

6.02. Nothing in this Contract nor any act or failure to act on the part of City shall be construed as a waiver of a claim by City for any defects of the services required of Contractor.

7. **Special Provisions.**

7.01. **Monitor Activities.** City shall have the right to monitor all Contract related activities of the Contractor and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and Contractors on site to examine or evaluate completed work or work in progress, and to observe all Contractor personnel in every phase of performance of Contract related work. City shall notify the Contractor in writing to the address as identified in paragraph 8.15(ii).

7.02. **Nondiscrimination.** Contractor shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), and the Americans With Disabilities Act (hereinafter referred to as "ADA"), 42 U.S.C. 12101, et seq. Contractor shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Contract. Contractor shall include the provisions of this section in every subcontract awarded in excess of ten thousand dollars (\$10,000) so that such provisions are binding on each subcontractor.

7.03 **Publicity.** Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify City as the sponsoring agency and shall not be released without prior written approval from City.

8. **General Provisions.**

8.01. Amendments. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract. Change in Services of the Contractor, including services required of Contractor's subcontractors may be accomplished after execution of this Contract, without invalidating this Contract, if mutually agreed in writing.

8.02. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

8.03. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation.

8.04. Award of Related Contracts. City may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other Contractors and City in all such cases.

8.05. Compliance with Law. Contractor professional services shall be a consistent standard and shall keep informed of and comply with all applicable federal, state and local laws, regulations, codes and standards that are applicable in the performance of this Contract. In the event of a change in laws and/or regulations of which the Contractor shall inform of the change and its impact on work already performed or to be performed, fees and costs involved, and scheduling. If either the City or Contractor believes the change requires a renegotiation of this Contract, both parties will renegotiate the Contract promptly and in good faith. If a renegotiated Contract cannot be agreed to, either party may terminate this Agreement pursuant to Paragraph 8.21.

8.06. Confidentiality. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Contractor in the performance of this Contract shall be kept confidential by Contractor unless written permission is granted by City for its release. Contractor shall have similar agreements with any subcontractors to maintain the confidentiality of information specifically designated as confidential by City

8.07. Entirety of Contract. This Contract, consisting of ten (10) pages and Attachment A (RFP Response submitted March 24, 2014) represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

8.08. Ethics. Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat §9-13-101, et seq.), and any and all ethical standards governing Contractor's profession.

8.09. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

8.10. Indemnification.

8.10(i). Contractor shall indemnify, defend and hold harmless the City and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations under this contract or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's professional services under this Contract.

8.10(ii). Contractor shall be liable to City for all damages per the terms the Contract for Construction Manager at Risk services.

8.10(iii). Without limitation as to other remedies which City may have, Contractor will, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications or other services.

8.11. Independent Contractor. Contractor shall function as an independent Contractor for the purposes of this Contract, and shall not be considered an employee of the City of Laramie for any purpose. Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the City, or to incur any obligation of any kind on the behalf of the City. Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to City and employees will inure to the benefit of Contractor or the Contractor's agents and/or employees as a result of this Contract.

8.12. Kickbacks. Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. Contractor shall provide the City and with a certification under oath that he has not in any way been involved in any gratuities, kickbacks or contingent fees in connection with his selection or ultimate performance

under this contract. If the Contractor breaches or violates this warranty, City may, at its discretion, terminate this Contract without liability to the City and or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

8.13. Notices. All notices arising out of, or from, the provisions of this contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.

8.14. Notice and Approval of Proposed Sale or Transfer of Contractor. Contractor shall provide City with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of Contractor. Such notice shall be provided in accordance with the notice provision of this Contract. If City determines that the proposed merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of Contractor's obligations under this Contract, then City may, at its option, terminate or renegotiate the Contract.

8.15. Liaison and Notice City's and Contractor's Designated Representatives.

8.15(i) City's designated representative are David M Derragon, Assistant City Manager, P.O. Box C, 406 Ivinson, Laramie, WY 82073: telephone number: (307) 721-5304 and facsimile: (307) 721-5211; and Sarah Reese, Grant Analyst, , P.O. Box C, 406 Ivinson, Laramie, WY 82073: telephone number: (307) 721-5201 and facsimile: (307) 721-5211;

8.15(ii) The Contractor's project representative is Brandon Markle, 4089 North 3rd Street, Unit D, Laramie, WY 82072.

8.15(iii) All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Services are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

8.16. Insurance. The Contractor shall maintain the following insurance:

8.16(i). Professional Liability or Errors and Omissions Liability Insurance. Contractor shall provide proof of professional liability insurance or errors and omissions liability insurance to protect the City from any and all claims arising from Contractor's alleged or real professional errors, omissions or mistakes in the performance of professional duties by Contractor or Engineer Contractors in an amount not less than one million dollars (\$1,000,000.00).

8.16(ii). Workers' Compensation and Employers Liability Insurance: Contractor shall provide City proof of workers' compensation coverage for all of its

employees who are to work on the project described in this Contract. Contractor's coverage shall be under the Wyoming Workers' Safety and Compensation program, if statutorily required, or such workers' compensation insurance, as appropriate. Contractor's insurance shall include Employer's Liability "Stop Gap" coverage, in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident or disease. The Contractor shall also supply to City proof of workers' compensation and employer's liability insurance in each and every sub-Contractor before allowing that sub-Contractor on the project site.

8.16(iii). Commercial General Liability Insurance. The Contractor shall provide coverage, during the entire term of the Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground, collapse and explosion (XCU) and products completed operations, in an amount not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate.

8.16(iv). Business Automobile Liability. Contractor shall maintain, during the entire term of the contract, automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.

8.16(v). Coverage. All policies required under this Contract shall be in effect for the duration of this Contract and projects. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance policies and insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to City.

8.16(vi). Additional Insured. All insurance policies required by this Contract, except workers' compensation and professional liability, shall name City as an additional insured, and shall contain a waiver of subrogation against City its agents and employees. Contractor shall provide upon request a copy of an endorsement providing this coverage.

8.16(vii). City's Right to Reject. City reserves the right to reject a certificate of insurance if Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This would include but is not limited to insurance companies with any less than AVIII rating in the A.M. Best insurance rating guide.

8.16(viii). Sub Contractors. The insurance requirements set forth above apply to all sub-Contractors. It is Contractor's responsibility to ensure that its sub Contractor's meet these insurance requirements. City has the right to review the Certificates of any and all sub Contractor's used by the Contractor.

8.16(ix). Cancellation. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverage without thirty (30)

days written notice from Contractor or their insurers to City. Any failure to comply with the reporting provision of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to City and its division, officers and employees.

8.17. Use of Work Product. City further agrees not to use or permit any other person to use equipment or other work products or materials prepared by or owned by Contractor.

8.18. Prior Approval. This Contract shall not be binding upon either party; no services shall be performed under the terms of this Contract, until this Contract has been reduced to writing, approved by the Laramie City Council.

8.19. Sovereign Immunity. The City does not waive sovereign immunity by entering into this Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

8.20. Taxes. Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

8.21. Termination of Contract.

8.21(i). City reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any work or projects in connect with this Contract at any time upon written notice to Contractor. The Contractor may terminate this Contract upon written notice to the City should the City substantially fail to perform in accordance with Paragraph 6 and 7 of this Contract.

8.21(ii). In event of termination, all materials and equipment owned by the Contractor at the Police Evidence Building site shall be immediately surrendered to Contractor.

8.21(iii). In the event of termination, City shall pay to Contractor, as full payment for all services performed and all expenses incurred under this Contract, which shall have become payable because of the progress in the work. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to both completed services and services in progress.

8.22. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this

Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this contract, or to bring an action for the breach of this Contract.

8.23. Warranty. Contractor warrants the following:

8.23(i). has the power and authority to enter into contract;

8.23(ii). has the ability to perform the agreed services;

8.23(iii). shall, at all times during the term of this contract be duly licensed to perform the services,

8.23(iv). shall provide suitable resources to perform work in accordance with agreed services;

8.23(v). will endeavor to provide the services herein on a timely basis consistent with the difficulty and scope of services to be provided;

8.23(vi). shall perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances; and

8.23(vii). is responsible for the professional quality, technical accuracy and coordination of all designs, drawings, specifications and other services furnished by Contractor under this Contract.

8.24. Patent or Copyright Protection. Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Contractor or its sub Contractors will violate any such restriction.

8.25. Extension. Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be requested by the Contractor and following approval by City shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be

different during the extension than they were under the original Contract, a detailed description of those duties.

8.26. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of this Contract shall continue in full force and effect and either party may attempt to renegotiate the terms affected by the severance.

8.27. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

8.28. Waiver. The waiver of any breach of any term or condition in this Contract shall be deemed a waiver of any prior or subsequent breach.

8.29. Time is of the Essence. Time is of the essence in all provisions of the Contract.

8.30. City Energy Policy. The successful bidder will acknowledge that the City of Laramie seeks to integrate energy efficiency practices into all aspects of day-to-day operations, from capital construction to staff behaviors, to ensure economic and environmental sustainability. The City encourages bidder submissions that 1) enhance to efficiency of City projects and ongoing operations, and/or 2) consider all energy types, including traditional and renewable sources.

8.31. Wyoming Preference. The successful bidder will acknowledge that preference is hereby given to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the State, as provided in W. S. §§ 16-6-101 through 16-6-119.

IN WITNESS WHEREOF, the Laramie City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Contractor have signed and executed this Agreement, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____
David A. Paulekas, Mayor and President of the
City Council

City Attorney's Office
approval as to form:


Date: 4/23/14

Attest: _____
Sue Morris-Jones, MMC
City Clerk

CONTRACTOR:

Stonehouse Construction, Inc.

By: _____

Title: _____

Witness: _____

CONTRACTOR:

Laramie Rivers Conservation District

By: _____

Title: _____

Witness: _____

CITY OF LARAMIE BID OPENING

NAME OF BID ITEM: YITTAIUM Plant Surface Demolition Project
DEPARTMENT: Asst Cmgr
DATE OF OPENING: April 8 2014.
STAFF PRESENT: JA Deuel; SNJ

NAME OF BIDDER Omnia Construction, Inc.
ADDRESS P.O. Box 670
CITY, STATE, ZIP Laramie WY 82073
BID BOND (% OR \$) 5% OR

CERTIFIED/CASHIER'S CHECK AMOUNT \$ _____
TOTAL BID AMOUNT \$ (3 01, 386.70) ^{20%}
Add 1-6
Non-Phase: \$74,800.00
Phase I: \$178,304.00
Phase II: \$48,282.70
Phase III: NO BID

NAME OF BIDDER Orisco
ADDRESS P.O. Box 607
CITY, STATE, ZIP Cheyenne WY 82003
BID BOND (% OR \$) 5% OR

CERTIFIED/CASHIER'S CHECK AMOUNT \$ _____
TOTAL BID AMOUNT \$ 46,000.00; ^{Non-Phase} Phase I \$290,000.00; Phase II \$111,000.00; Phase III \$300,000.00
Add 1-6

NAME OF BIDDER Stone House Inc
ADDRESS 4089 N. 3rd St Unit D
CITY, STATE, ZIP Laramie WY 82072
BID BOND (% OR \$) 5% OR

CERTIFIED/CASHIER'S CHECK AMOUNT \$ _____
TOTAL BID AMOUNT \$ 10,171.00; ^{Non-Phase} Ph 1: 265,819.20; Ph 2: 101,098.20; Ph 3: 202,756.20
Add 1-5

NAME OF BIDDER _____
ADDRESS _____

CITY, STATE, ZIP _____

BID BOND (% OR \$) _____ OR

CERTIFIED/CASHIER'S CHECK AMOUNT \$ _____

TOTAL BID AMOUNT \$ _____

Yttrium Plant Demolition Project - Bid Responsiveness Checklist

Bid Opening - April 8, 2014

Item	Bid Response Requirement	Adequately Responded		
		Domino Construction	Stonehouse, Inc.	Brisco
1	Indicated asbestos awareness training for at least one crew member		X	X
2	Indicated lead awareness training for at least one crew member		X	X
3	Indicated if possess necessary state and federal contractor licenses, certifications, and trainings necessary to complete work.	X	X	X
4	Completed City of Laramie Bid Document Forms			
	Bid Form w/ Completed Bid Schedule	X	X	X
	Acknowledgment of Addendums 1-5	X	X	X
	Bid Bond Form (Retained by City at Bid Opening)	X	X	X
	Qualifications Form, Typed and Signed Copies			
	Signed Copy	X	X	X
	Typed Copy		X	
	Subcontractor and Supplier List Form	X	X	X
5	Submitted Project Approach Addressing:			
	Demolition of various structures		X	
	Dust Control		X	X
	Handling of the various non-haz and potential haz wastes		X	
	Disposal of the various non-haz and potential haz wastes		X	
	Criteria for separating recyclable materials		X	
	Staging and stockpiling		X	
	Project schedule		X	
Adequately Responded to Bid Requirements		NO	YES	NO

BID ADDENDUM NUMBER 5
YTTRIUM PLANT DEMOLITION PROJECT

Bid Date: April 8, 2014

This Addendum forms a part of the Bidding Documents and modifies the original Project Manual for the Yttrium Plant Demolition Project. Receipt of this Bid Addendum, as with all other bid addenda, must be acknowledged in the space provided on the Bid Form at the time that the Bid is submitted. Failure to do so may subject the Bidder to disqualification.

The intent of this addendum is to officially respond and provide clarifications to recent questions posed by bidders:

Question 1: Will Trihydro Corporation be able to team with and sub-contract to bidders for the DEQ required air quality and environmental monitoring?

Answer 1: Trihydro Corporation's has current contractual obligations to LRCD to provide bid assistance and bid evaluations for this project. Therefore, teaming with bidders would be a clear conflict of interest, thus Trihydro Corporation must decline all proposal solicitations from bidders for any work associated with this project.

Question 2: Can Item's 1-5 on the Bid Schedule be one price which applies to all three phases?

Answer 2: Yes, attached to this Addendum is a revised bid sheet which separates Item's 1-5, or non-phase specific items, from the Phase breakdown.

Question 3: What is the level of detail required for the site specific health and safety plan?

Answer 3: It is the responsibility of the bidder to prepare a health and safety plan which sufficiently addresses the physical, health and environmental hazards which are typical to the demolition of buildings and structures constructed in the 1940's, 50's and 60's. In addition, health and safety plans must address known and identified site specific hazards, i.e. asbestos and lead based paint. It is the responsibility of the contractor to ensure that these plans meet all state and federal health and safety standards, i.e. OSHA.

Question 4: Can the 6-inch topsoil layer be replaced with a 6-inch layer of clean fill?

Answer 4: Contractors may bid to place 6-inches of loosely compacted and graded clean soil fill in lieu of top soil. Soil fill alternative must be well graded and free of large aggregate (4" minus), rubble, and deleterious materials. Soil fill alternative must be able to grow and sustain vegetation. Contractor will be required to submit a sample of proposed alternative to LRCD for approval prior to purchase and placement.

END OF ADDENDUM

ATTACMENT 1
REVISED BID SHEET

BID SCHEDULE

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
NON-PHASE SPECIFIC ITEMS					
1	MOBILIZATION/DEMobilIZATION	LS	LS		
2	H&S PLAN, WORK PLAN	LS	LS		
3	CONSTRUCTION PERMITS	LS	LS		
4	STORM WATER CONTROL	LS	LS		
5	DUST CONTROL	LS	LS		
NON-PHASE SPECIFIC ITEMS TOTAL					
PHASE 1 AREA					
6	EXISTING SURFACE STRUCTURE DEMOLITION	LS	LS		
7	PLANT YARD SURFACE DEBRIS CLEARING	LS	LS		
8	RECYCLABLE METALS SEPARATION AND STOCKPILE	LS	LS		
9	RECYCLABLE LUMBER SEPARATION AND STOCKPILE	LS	LS		
10	WASTE REMOVAL AND DISPOSAL INCLUDING CONCRETE	LS	LS		
10-A	WASTE REMOVAL AND DISPOSAL EXCLUDING CONCRETE	LS	LS		
10-B	CONCRETE CRUSH AND STOCKPILE	LS	LS		
10	PLACEMENT AND GRADING OF 6" EMBANKMENT FILL	AC	2.2		
11	PLACEMENT AND GRADING OF TOPSOIL	AC	2.2		
12	DRILL SEED SPECIFIED NATIVE PLANT MIX	AC	2.2		
13	DOCUMENTATION AND REPORTING	LS	LS		
PHASE 1 TOTAL					
PHASE 2 AREA					
6	EXISTING SURFACE STRUCTURE DEMOLITION	LS	LS		
7	PLANT YARD SURFACE DEBRIS CLEARING	LS	LS		
8	RECYCLABLE METALS SEPARATION AND STOCKPILE	LS	LS		
9	RECYCLABLE LUMBER SEPARATION AND STOCKPILE	LS	LS		
10	WASTE REMOVAL AND DISPOSAL INCLUDING CONCRETE	LS	LS		
10-A	WASTE REMOVAL AND DISPOSAL EXCLUDING CONCRETE	LS	LS		
10-B	CONCRETE CRUSH AND STOCKPILE	LS	LS		
10	PLACEMENT AND GRADING OF 6" EMBANKMENT FILL	AC	2.2		
11	PLACEMENT AND GRADING OF TOPSOIL	AC	2.2		
12	DRILL SEED SPECIFIED NATIVE PLANT MIX	AC	2.2		
13	DOCUMENTATION AND REPORTING	LS	LS		
PHASE 2 TOTAL					

PHASE 3 AREA					
6	EXISTING SURFACE STRUCTURE DEMOLITION	LS	LS		
7	PLANT YARD SURFACE DEBRIS CLEARING	LS	LS		
8	RECYCLABLE METALS SEPARATION AND STOCKPILE	LS	LS		
9	RECYCLABLE LUMBER SEPARATION AND STOCKPILE	LS	LS		
10	WASTE REMOVAL AND DISPOSAL INCLUDING CONCRETE	LS	LS		
10-A	WASTE REMOVAL AND DISPOSAL EXCLUDING CONCRETE	LS	LS		
10-B	CONCRETE CRUSH AND STOCKPILE	LS	LS		
10	PLACEMENT AND GRADING OF 6" EMBANKMENT FILL	AC	2.2		
11	PLACEMENT AND GRADING OF TOPSOIL	AC	2.2		
12	DRILL SEED SPECIFIED NATIVE PLANT MIX	AC	2.2		
13	DOCUMENTATION AND REPORTING	LS	LS		
				PHASE 3 TOTAL	

NOTES:

- 1) Neither shrink nor swell factors have been applient to quantities
- 2) Unit Prices have been computed in accordance with paragraph 11.03.C of the general conditions
- 3) BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided by the Contract Documents.
- 4) BIDDER understands that the LRCD may award the Base Bid alone, or Base Bid with any combinatio of Schedules and Alternate items under any schedule.