



# CITY OF SAN ANTONIO

P.O. Box 839966  
San Antonio, Texas 78283-3966

## ADDENDUM No. 1

**SUBJECT:** Formal Invitation Bid (IFB) For FY 2014 Task Order Contract for Bike Facilities

Dated September 11, 2013

**DATE: September 23, 2013**

Addendum No. 1 includes the following:

The following sections replace the corresponding sections listed in the 081 General Conditions:

### 1. **Bonds**

**11.3.1.1 PERFORMANCE BOND.** A good and sufficient bond in an amount equal to one hundred percent (100%) of the total Contract Sum or Individual Task Order Amount, guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with Plans, Specifications and all other Contract Documents, including any extensions thereof, for the protection of Owner. This bond shall also provide for the repair and maintenance of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final Completion or acceptance of the Work by the Owner or lesser or longer periods as may be otherwise designated in the Contract Documents.

**11.3.1.2 PAYMENT BOND.** A good and sufficient bond in an amount equal to 100% of the total Contract Sum or Individual Task Order Amount, guaranteeing the full and prompt payment of all claimants supplying labor or materials in the prosecution of the Work provided for in the Contract, and for the use and protection of each claimant.

**11.3.2** If the total Contract Sum or Individual Task Order Amount, is greater than \$100,000, Performance and Payment Bonds equaling one hundred percent (100%) of the total Contract Sum or Individual Task Order Amount are mandatory and shall be provided by Contractor. If the total Contract Sum or Individual Task Order Amount is greater than \$25,000 but less than or equal to \$100,000, only a Payment Bond equaling One hundred percent (100%) of the total Contract Sum or Individual Task Order Amount is mandatory; provided, however, that Contractor also may elect to furnish a Performance Bond in the same amount if Contractor so chooses. If the total Contract Sum or Individual Task Order Amount is less than or equal to \$25,000, Contractor may elect not to provide Performance and Payment Bonds; provided that in such event, no money will be paid by Owner to Contractor until Final Completion of all Work. If Contractor elects to provide Performance and Payment Bonds, the Contract Sum or Individual Task Order Amount shall be payable to Contractor through progress payments in accordance with these General Conditions.

### 2. **Retainage**

All information regarding retainage is not applicable. Retainage shall not be held.

### 3. **14.11 Non-Discrimination**

As a party to this Contract, Contractor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, Contractor shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless Contractor is exempted by state or federal law, or as otherwise established herein. Contractor covenants that it will take all necessary actions to insure that, in connection with any Work under this Contract, Contractor and its Subcontractor(s) will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, either directly, indirectly or through contractual or other arrangements. Contractor also shall comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or Work performed there under, for a minimum period of four (4) years from Final Completion, unless there is an ongoing dispute under the Contract; then, such retention period shall extend until final resolution of the dispute, with full access allowed to authorized representatives of Owner upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

**\*\*NOTE ADDENDUM ACKNOWLEDGEMENT FORM IS REQUIRED TO BE RETURNED WITH THE BID PACKAGE\*\***

**CITY OF SAN ANTONIO  
DEPARTMENT OF PUBLIC WORKS**

RECEIPT OF ADDENDUM NUMBER(S) **1** IS HEREBY ACKNOWLEDGED FOR PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF **FY 2014 Task Order Contract for Bike Facilities**

FOR WHICH BIDS WILL BE OPENED ON **October 1, 2013**

THIS ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title