

City of San Antonio

ADDENDUM II

SUBJECT: Formal Invitation for Bid (IFB) for Deck Coating and Joint Sealing System in Long Term Parking Garage at SAIA (#6100005341) Scheduled to Open: January 7, 2015; Date of Issue: December 5, 2014

FROM: Paul J. Calapa,
Procurement Administrator

DATE: December 22, 2014

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED INVITATION FOR BID

THE ABOVE MENTIONED INVITATION FOR BID IS HEREBY AMMENDED AS FOLLOWS:

1. The IFB opening Date is hereby extended to **FRIDAY, JANUARY 9, 2015, 2:00 p.m. CENTRAL TIME.**
2. Section 003 - INSTRUCTIONS FOR BIDDERS - Restrictions on Communication, is revised to allow final questions through 11:00 a.m. CENTRAL TIME on Friday, January 2, 2015.
3. Section 004 - SPECIFICATIONS/SCOPE OF SERVICES is amended to add:

NOTE: ALL OF THE ABOVE LINEAR FEET AND SQUARE FEET QUANTITIES ARE ESTIMATES ONLY. NO CHANGE IN PRICE WILL BE ALLOWED ONCE BIDS ARE SUBMITTED REGARDLESS OF ACTUAL QUANTITIES FOUND BY AWARDED BIDDER; THEREFORE, BIDDERS ARE EXPECTED TO FIELD VERIFY QUANTITIES PRIOR TO BID SUBMITTAL.

4. Section 004 - SPECIFICATIONS/SCOPE OF SERVICES is amended to add the following section:

TIME FOR PERFORMANCE:

1. Work must be commenced within 10 days of Contractor's receipt of Purchase Order.
2. All work must be completed within 70 days of Contractor's receipt of Purchase Order (the "Scheduled Completion Date").
3. When Contractor cannot complete the project on time Liquidated Damaged will apply:
Liquidated Damages for Delay. Contractor shall pay City the sum of \$11.00 per day per parking space that is not available for use by the public beyond the Scheduled Completion Date. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by City, estimated at the time of executing this Contract. Such liquidated damages shall apply regardless of whether Contractor has been terminated by City prior to the Scheduled Completion Date, so long as Contractor's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in the Contractor

performance hereunder for matters other than delays in meeting the Scheduled Completion Date. When City reasonably believes that the Scheduled Completion Date will be inexcusably delayed, City shall be entitled, but not required, to withhold from any amounts otherwise due to Contractor an amount then believed by City to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving the Scheduled Completion Date, or any part thereof, for which City has withheld payment, City shall promptly release to Contractor those funds withheld, but no longer applicable as liquidated damages.

5. Section 004 - SPECIFICATIONS/SCOPE OF SERVICES, SPECIFICATIONS, Item 3-1, Deck Coating System – Parking Area is amended to read:

1. The Contactor shall power wash, or use any other applicable preparation procedure which conforms to the deck coat manufacturer's installation guidelines, approximately 90,550 Square feet in the Parking Area.

6. Section 005 – SUPPLEMENTAL TERMS AND CONDITIONS, is amended to add the following requirements:

Bid Bond.

Contractor must submit a bid bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$ 10,000. The Bid Bond shall be valid for 120 days following the deadline for submission of bids. The Bid Bond must be accompanied by an original signed and notarized Power-of-Authority bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Bidder is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Bid Bond will be disqualified.

For hard copy bids, the bid bond must accompany the bid. For electronic submissions, Bidder must provide the original bid bond to the City Clerk prior to bid opening in accordance with the instructions for hard copy submissions.

Payment Bond.

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.

Performance Bond.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

7. Section 005 – SUPPLEMENTAL TERMS AND CONDITIONS, Incorporation of Attachments , is amended to add the following requirements:

Attachment I - Prevailing Wage Rate

8. Section 005 – SUPPLEMENTAL TERMS AND CONDITIONS, is amended to add the following requirements:

Prevailing Wage Rates and Labor Standard Provisions

The Provisions of Chapter 2258 of the Texas Government Code, and the “Wage and Labor Standard Provisions” amended in City Ordinance 2008-11-20-1045, expressly are made a part of this Contract. Contractor shall forfeit, as a penalty to Owner, sixty dollars (\$60.00) for each laborer, workman or mechanic employed for each calendar day, or portion thereof, in which such laborer, workman or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any Federal or State Law, regarding the wages to be paid to or hours worked by laborers, workmen or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.

Workers’ Compensation.

Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

The contractor must provide a certificate of coverage to the City prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the

project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the City:

a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Division, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

obtain from each other person with whom it contracts, and provide to the contractor:

a certificate of coverage, prior to the other person beginning work on the project; and

a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with

the appropriate insurance carrier or, in the case of a self-insured, with the Division's section of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

9. Section 009 – ATTACHMENTS, ATTACHMENT A, PRICE SCHEDULE is amended to read:

ITEM 3

Power wash, or use any other applicable preparation procedure which conforms to the deck coat manufacturer's installation guidelines, approximately 90,550 Square feet in the Parking Area, as specified herein.

10. Section 009 – ATTACHMENTS, ATTACHMENT D, LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM is deleted in its entirety and replaced with the revised LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM posted separately with this solicitation.

11. Section 009 – ATTACHMENTS, ATTACHMENT H, VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM is deleted in its entirety and replaced with the revised VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM posted separately with this solicitation.

12. Section 009 – ATTACHMENTS, is amended to add:

ATTACHMENT I – PREVAILING WAGE RATES

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, PRE-SUBMITTAL CONFERENCE:

On December 12, 2014, the City of San Antonio hosted Pre-Submittal Conference to provide information and clarification for Deck Coating and Joint Sealing System in Long Term Parking Garage at SAIA. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

Question 1: Will the Contractor be able to close the whole area during the project?

Response: Once the successful bidder has been determined, the City will close access to the work area to prevent new vehicles from parking and will allow the time for the vehicles to exit. Any vehicles remaining in Parking Area prior to Contractor commencing the project will be removed by the City. To maintain access to the portion of the 5th floor not impacted by the project, Contractor will have to coordinate with the City for partial closure. Contractor must maintain at least one lane of traffic up to or down from the roof of the garage while the installation is in progress.

Question 2: Has an adhesion test been performed?

Response: Yes. BASF performed an adhesion test by applying the new coating of MasterSeal Traffic 2500 Deck Coating System (BASF Conipur Plus® traffic deck coating) over the existing coating in both the Traffic Area and the Parking Area. In both areas, the bond test showed the new coating will adhere to the existing coating. In the Traffic Area, the pull test failed. The Parking Area passed the pull test.

During the site visit, the City showed location of the failed Traffic Area test patch. The Parking Area test patches were not accessible.

Question 3: Are performance and payment bonds required?

Response: Yes. A bid bond will also be required.

Question 4: Can the bid submittal due date be extended?

Response: Yes. The submission deadline has now been extended from January 7, 2015 to January 9, 2015. Final questions will accepted through 11:00 a.m. CENTRAL TIME on January 2, 2015.

Question 5: Is this a mandatory Pre-bid conference?

Response: No.

Question 6: How accurate are the approximate square footage and linear footage the City states for each item in the bid?

Response: The quantity for each bid item is only an estimate. Bidders are responsible for field verifying the actual quantities prior to bid submittal.

Question 7: Will the City validate parking of Bidders when they come to field verify quantities?

Response: Yes. Bidders should take a ticket at the Entry Plaza upon arrival to do field verification. When exiting, Bidders should proceed to the Exit Plaza and use a manned "Cashier" station. Bidders should advise the cashier on duty that they have been on-site to field verify quantities for the Long Term Garage Project and that up to two hours of validated parking have been approved by Tamera Marberry for this purpose.

Question 8: Is the covered sidewalk on the fifth floor included in project area?

Response: No. Please refer to IFB Exhibits 1 and 2 for drawing showing project area.

Question 9: Will curb islands within Parking Area need to be coated?

Response: Yes.

Question 10: Is this joint sealing only?

Response: The contractor shall remove and replace the whole joint seal including expansion joint.

Question 11: Was base coat aggregate in original system?

Response: Yes.

Question 12: Will all control joints need to be removed and resealed prior to installing the deck coating?

Response: No. The control joints in the Parking Area and Traffic Area are serviceable.

Question 13: Can access control for the ramp to be barricaded?

Response: The Contractor will need to maintain accessibility for the portion of the 5th floor that that is not part of this project but is only accessible by the internal up/down ramps that are included in the project area. One ramp may be used as both up and down. The Contractor will be responsible for maintaining two-way traffic control. The Contractor has to provide cones and barricade. Coordination with the City is required when traffic patterns are changed within the garage.

Question 14: Will the Contractor have to clean the existing deck coating in the Parking Area with shot blasting not pressure washing?

Response: The Contactor shall power wash, or use any other applicable preparation procedure which conforms to the deckcoat manufacturer's installation guidelines, approximately 90,550 Square feet in the Parking Area.

Question 15: Can Contractor get sign pre-submittal sign in sheet?

Response: Please contact our SBEDA as shown in cover page of solicitation.

Question 16: Who can Contractor contact for question?

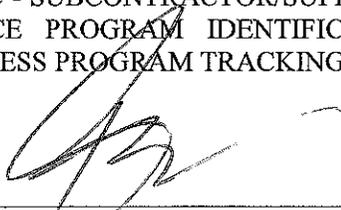
Response: As per IFB Section 003- INSTRUCTIONS FOR BIDDERS - Restrictions on Communication, Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before 9:00 a.m. CENTRAL TIME on January 2, 2015.

Question17: Are hard copy and electronic submittal both required?

Response: No, only one or the other. Email or facsimile bids shall be rejected

Question 18: What IFB Attachments are required to be submitted with the bid?

Response: Attachments A - PRICE SCHEDULE; Attachments C - SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN; Attachments D - LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM and Attachments H VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM



Paul J. Calapa
Procurement Administrator
Finance Department, Purchasing Division

PJC//mb

NOTE: Bidders must complete and sign below and submit this Addendum I with their bid.

Date _____

Company Name _____

Address _____

City/State/Zip Code _____

Signature

