



ADDENDUM NO. 1

PROJECT NAME: UTSA BLVD. (EDWARD XIMENES TO BABCOCK RD.)

BID DATE: Friday, August 28, 2015

PLACE: Office of the City Clerk, City Hall, 100 Military Plaza, 2nd floor San Antonio, Texas 78205

This addendum should be included in and be considered part of the plans and specifications for the above named project. The contractor shall be required to sign an acknowledgement of the receipt of this addendum and submit with their bid.

TCI PROJECT NO.: 40-00447



THE TCI PROJECT NUMBER IS "40-00447". NOT "40-004477" AS APPEARS ON THE PROJECT MANUAL AND CONSTRUCTION PLANS. DOCUMENTS WILL NOT BE REISSUED, BUT SHALL BE CONSIDERED AS HAVING THE CORRECT PROJECT NO. "40-00447".

PLAN SHEETS

Sheet 12 (Attached to this Addendum) is revised as follows:

Add a section of notes titled "ADDITIONAL NOTES" and include the following numbered notes.

1. EXCESS SOIL DISPOSAL: Contractor shall provide a submittal regarding disposal sites to the City 45 days prior to commencement of hauling off any excavated and/or excess fill material. The conditions set forth herein are solely due to a desire by the City to manage and document the disposal of soils from this site, not due to any environmental concerns relative to the material being disposed of. Accordingly, in the soil disposal Contractor submittal:

Contractor shall certify and assure that the number of soil disposal sites does not exceed three (3) sites.

Contractor shall certify that no disposal areas are within the flood plain and known Superfund or environmental issue area, and provide OWNER evidence to that effect.

Contractor shall provide all affected landowner's written authorization to dispose of soil from this project site on his or her property.

Contractor shall include provisions in landowner agreements that the City reserves the right to conduct independent visual inspections and soil testing on listed properties prior to disposal of project excess soils



to determine background levels of various elements as identified by the City. Said landowner agreements will provide an effective right of entry that will expire upon substantial completion of the project.

Contractor agrees to abide by the landowners written conditions in landowner agreements including those related to for placing, compacting, restoration, and erosion control of the site(s), and that the landowner's will be requested to provide final written approval before prior to substantial completion, and that any costs the City incurs to address legitimate landowner concerns will be considered and may be deducted from the Contractor's final payment as determined by the City.

Accordingly, landowners shall provide certification to the Contractor and the Contractor shall include said certification in his submittal that excess soils shall not be hauled to residential properties. Every attempt will be made to dispose of excess soils at either commercial or industrial properties.

Contractor agrees to comply with other regulatory agencies requirements for proper and legal implementation of the reuse plan prior to soils transport, as applicable. Contractor shall ensure an appropriate storm water pollution prevention plan is developed and implemented in accordance with Texas Pollutant Discharge Elimination System requirements, as applicable.

Contractor shall be responsible for tracking excess soil disposed of at approved designated areas. Contractor shall track loads and provide documentation, such as trip tickets or "bill of landing" for all transported soil to each approved site.

Contractor shall not begin hauling activities of excavated or excess soils to the designated disposal sites until City's Engineer or his/her designee provides written authorization.

In the event Contractor only provides one disposal location to City and an additional disposal location is needed, Contractor is required to notify City in writing of its new disposal location and provide written documentation to City's Engineer at minimum 72 hours in advance of utilizing the additional disposal location so City may review and approve the additional disposal location, prior to hauling activities.

PROJECT MANUAL

1. Remove Table of Contents Item No. 4 "Contractor's Assurance" (1 page) and replace with the "Assurance of Compliance Equal Employment Opportunity City of San Antonio" (2 pages) which is attached to this document.
2. Remove Table of Contents Item No. 5 "Child Support Statement" (1 page) and replace with the "City of San Antonio Child Support Statement (1 page) which is attached to this document.



RECEIPT OF ADDENDUM NUMBER ONE (1) IS HEREBY ACKNOWLEDGE FOR PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF UTSA BLVD. (EDWARD XIMENES TO BABCOCK RD.)—40—004477.

FOR WHICH BIDS WILL BE OPENED ON FRIDAY, AUGUST 28, 2015 AT 2:00 P.M.

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

Company Name: _____

Address: _____

City/State/Zip Code: _____

Date: _____

Signature

Print Name/Title

DRAINAGE NOTES

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN ALL REQUIRED STORM WATER PERMITS, FEES, AND APPROVALS. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PERMITS REQUIRED FOR CONSTRUCTION IN DRAINAGE EASEMENTS, RIGHT-OF-WAYS, AND FLOODPLAINS.
2. THE CONTRACTOR SHALL NOTIFY STORM WATER ENGINEERING AT LEAST 24 HOURS PRIOR TO THE INSTALLATION OF ANY DRAINAGE FACILITY WITHIN A DRAINAGE EASEMENT OR STREET RIGHT-OF-WAY NOT INDICATED ON THE CONSTRUCTION PLANS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING DRAINAGE FACILITIES FROM DAMAGE. ANY DAMAGE TO EXISTING DRAINAGE SYSTEMS, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AT HIS EXPENSE. THE CONTRACTOR SHALL NOTIFY STORM WATER ENGINEERING AT 210-207-8052 AS SOON AS CONFLICTS WITH UTILITIES ARE ENCOUNTERED OR ANY DRAINAGE SYSTEM IS DAMAGED DURING CONSTRUCTION.
4. CONSTRUCTION SPOILS WILL NOT BE ALLOWED TO BE DEPOSITED ANYWHERE WITHIN A DRAINAGE EASEMENT, RIGHT-OF-WAY OR FLOODPLAIN WITHIN THE LIMITS OF THE PROJECT AND SHALL BE DISPOSED OFFSITE IN COMPLIANCE WITH CURRENT APPLICABLE REGULATIONS.
5. NO STRUCTURE, FENCES, WALLS, LANDSCAPING, OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THE CONSTRUCTION DOCUMENTS.
6. UPON COMPLETION OF TRENCHING, THE AREA WILL BE BACKFILLED AND COMPACTED TO ITS ORIGINAL CONDITION. TRENCHES/BORE PITS TO BE OPEN AND UNATTENDED LONGER THAN 24 HOURS SHALL BE PROTECTED TO WITHSTAND ALL HYDRODYNAMIC AND HYDROSTATIC FORCES AND PREVENT DOWNSTREAM IMPACTS. TRENCHES/BORE PITS TO BE OPEN LONGER THAN 30 DAYS AFTER STARTING EXCAVATION SHALL BE BACKFILLED WITH A SEMI-PERMANENT REPAIR BACKFILL.
7. IMPROVED SECTIONS OF EARTHEN CHANNELS AND/OR WATERWAYS WILL BE VEGETATED BY SEEDING OR SODDING. EIGHTY-FIVE PERCENT OF THE CHANNEL SURFACE AREA MUST HAVE ESTABLISHED VEGETATION BEFORE THE CITY OF SAN ANTONIO WILL ACCEPT THE CHANNEL FOR MAINTENANCE.

ADDITIONAL NOTES

1. EXCESS SOIL DISPOSAL: CONTRACTOR SHALL PROVIDE A SUBMITTAL REGARDING DISPOSAL SITES TO THE CITY 45 DAYS PRIOR TO COMMENCEMENT OF HAULING OFF ANY EXCAVATED AND/OR EXCESS FILL MATERIAL. THE CONDITIONS SET FORTH HEREIN ARE SOLELY DUE TO A DESIRE BY THE CITY TO MANAGE AND DOCUMENT THE DISPOSAL OF SOILS FROM THIS SITE, NOT DUE TO ANY ENVIRONMENTAL CONCERNS RELATIVE TO THE MATERIAL BEING DISPOSED OF. ACCORDINGLY, IN THE SOIL DISPOSAL CONTRACTOR SUBMITTAL:
 - CONTRACTOR SHALL CERTIFY AND ASSURE THAT THE NUMBER OF SOIL DISPOSAL SITES DOES NOT EXCEED THREE (3) SITES.
 - CONTRACTOR SHALL CERTIFY THAT NO DISPOSAL AREAS ARE WITHIN THE FLOOD PLAIN AND KNOWN SUPERFUND OR ENVIRONMENTAL ISSUE AREA, AND PROVIDE OWNER EVIDENCE TO THAT EFFECT.
 - CONTRACTOR SHALL PROVIDE ALL AFFECTED LANDOWNER'S WRITTEN AUTHORIZATION TO DISPOSE OF SOIL FROM THIS PROJECT SITE ON HIS OR HER PROPERTY.
 - CONTRACTOR SHALL INCLUDE PROVISIONS IN LANDOWNER AGREEMENTS THAT THE CITY RESERVES THE RIGHT TO CONDUCT INDEPENDENT VISUAL INSPECTIONS AND SOIL TESTING ON LISTED PROPERTIES PRIOR TO DISPOSAL OF PROJECT EXCESS SOILS TO DETERMINE BACKGROUND LEVELS OF VARIOUS ELEMENTS AS IDENTIFIED BY THE CITY. SAID LANDOWNER AGREEMENTS WILL PROVIDE AN EFFECTIVE RIGHT OF ENTRY THAT WILL EXPIRE UPON SUBSTANTIAL COMPLETION OF THE PROJECT.
 - CONTRACTOR AGREES TO ABIDE BY THE LANDOWNERS WRITTEN CONDITIONS IN LANDOWNER AGREEMENTS INCLUDING THOSE RELATED TO FOR PLACING, COMPACTING, RESTORATION, AND EROSION CONTROL OF THE SITE(S), AND THAT THE LANDOWNER'S WILL BE REQUESTED TO PROVIDE FINAL WRITTEN APPROVAL BEFORE PRIOR TO SUBSTANTIAL COMPLETION, AND THAT ANY COSTS THE CITY INCURS TO ADDRESS LEGITIMATE LANDOWNER CONCERNS WILL BE CONSIDERED AND MAY BE DEDUCTED FROM THE CONTRACTOR'S FINAL PAYMENT AS DETERMINED BY THE CITY.
 - ACCORDINGLY, LANDOWNERS SHALL PROVIDE CERTIFICATION TO THE CONTRACTOR AND THE CONTRACTOR SHALL INCLUDE SAID CERTIFICATION IN HIS SUBMITTAL THAT EXCESS SOILS SHALL NOT BE HAULED TO RESIDENTIAL PROPERTIES. EVERY ATTEMPT WILL BE MADE TO DISPOSE OF EXCESS SOILS AT EITHER COMMERCIAL OR INDUSTRIAL PROPERTIES.
 - CONTRACTOR AGREES TO COMPLY WITH OTHER REGULATORY AGENCIES REQUIREMENTS FOR PROPER AND LEGAL IMPLEMENTATION OF THE REUSE PLAN PRIOR TO SOILS TRANSPORT, AS APPLICABLE. CONTRACTOR SHALL ENSURE AN APPROPRIATE STORM WATER POLLUTION PREVENTION PLAN IS DEVELOPED AND IMPLEMENTED IN ACCORDANCE WITH TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM REQUIREMENTS, AS APPLICABLE.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR TRACKING EXCESS SOIL DISPOSED OF AT APPROVED DESIGNATED AREAS. CONTRACTOR SHALL TRACK LOADS AND PROVIDE DOCUMENTATION, SUCH AS TRIP TICKETS OR *BILL OF LANDING* FOR ALL TRANSPORTED SOIL TO EACH APPROVED SITE.
 - CONTRACTOR SHALL NOT BEGIN HAULING ACTIVITIES OF EXCAVATED OR EXCESS SOILS TO THE DESIGNATED DISPOSAL SITES UNTIL CITY'S ENGINEER OR HIS/HER DESIGNEE PROVIDES WRITTEN AUTHORIZATION.
 - IN THE EVENT CONTRACTOR ONLY PROVIDES ONE DISPOSAL LOCATION TO CITY AND AN ADDITIONAL DISPOSAL LOCATION IS NEEDED, CONTRACTOR IS REQUIRED TO NOTIFY CITY IN WRITING OF ITS NEW DISPOSAL LOCATION AND PROVIDE WRITTEN DOCUMENTATION TO CITY'S ENGINEER AT MINIMUM 72 HOURS IN ADVANCE OF UTILIZING THE ADDITIONAL DISPOSAL LOCATION SO CITY MAY REVIEW AND APPROVE THE ADDITIONAL DISPOSAL LOCATION, PRIOR TO HAULING ACTIVITIES.

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REV	DATE	REVISION	APPROV.
1	8-17-15	ADDED ADDITIONAL NOTES	
UTSA BLVD. (BABCOCK RD. TO EDWARD XIMENES)			
SUPPLEMENTAL NOTES			
CITY OF SAN ANTONIO TRANSPORTATION AND CAPITAL IMPROVEMENTS (TCI) DEPARTMENT			
 © 2014			
 VICKREY & ASSOCIATES, INC. CONSULTING ENGINEERS <small>CIVIL • ENVIRONMENTAL • SURVEY</small> <small>12940 Country Parkway San Antonio, TX 78216</small> <small>Telephone: (210) 349-2171</small> <small>Firm Registration No: F-159</small>			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			12
STATE	STATE DIST.	COUNTY	
TEXAS	SAT	BEXAR	
CONT.	SECT.	JOB	HIGHWAY NO.
0915	12	459	UTSA BLVD



CITY OF SAN ANTONIO

ASSURANCE OF COMPLIANCE
EQUAL EMPLOYMENT OPPORTUNITY
CITY OF SAN ANTONIO

MAY 1994

The bidder, _____, hereafter known as "contractor," as a part of the procedure for the submission of bids on a project known as **UTSA Blvd. (Edward Ximenes to Babcock Road) Project** agrees to the following conditions if awarded a contract by the City of San Antonio, hereafter known as City, on the above named project.

1. The Contractor will not discriminate in any personnel action including hiring, promotion, suspension, termination, sick leave, work assignments, holidays and vacation on the basis of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.
2. The contractor will maintain a copy of its Affirmative Action Plan for Equal Employment Opportunity and will provide upon request to the City of San Antonio.
3. The Contractor agrees to provide the City with whatever information may be requested by the Affirmative Action Planning Section for the purpose of monitoring compliance with Contractor's affirmative action requirements.
4. The Contractor agrees to attempt to fill newly created positions with qualified persons, so that the Sex and Ethnic ratios approximate the ratios of the Civilian Labor Force as determined by the applicable U. S. Census Data for job. classifications similar to those jobs created by the proposed contract.
5. The Contractor agrees to update its Affirmative Action Plan annually or as required by the City, taking into consideration changes in the Civilian Labor Force and the Contractor's needs to insure non-discrimination and affirmative action relevant to employment.

It is understood that failure to comply with any of these conditions may constitute a violation of the contract between the Contractor and the City and may result in termination of the contract and/or the barring of the Contractor from future contracts with the City.

FOR THE CONTRACTOR

NAME

SIGNATURE

TITLE



CITY OF SAN ANTONIO CHILD SUPPORT STATEMENT

Under Family Code, Section 231.006, _____ (name of individual) certifies that _____ (name of business) _____ (vendor #) as of _____, 20____ (date) is eligible to receive a grant, loan, or payment and acknowledges that any contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application. This form must be updated whenever any party obtains a 25% ownership interest in the business entity.

<i>Name (Please Print Legibly)</i>	<i>Social Security Number</i>

Family Code, Section 231.006, specifies that a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Family Code, Section 231.302(d), a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Subchapters A and D of Title IV of the federal Social Security Act (42 U.S.C. Sections 601 et seq. and 651 et seq.)

The City of San Antonio maintains the information collected through this article. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

- Please send this form to City of San Antonio, Public Works Department, Capital Improvement Programs, Fiscal Section, P.O. Box 839966, San Antonio, Texas 788283-3966.