

ADDENDUM NO. 1

PROJECT NAME: 2016-2017 TASK ORDER CONTRACT FOR FEDERALLY FUNDED RECONSTRUCTION PROJECTS PACKAGE 3

DATE: 2/11/2016

ADDENDUM NO.1

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

TCI PROJECT NO.: **23-01472**

Formal Invitation for Bid and Contract:

010 FORMAL INVITATION FOR BIDS (IFB) AND CONTRACT

- Substitute and utilize the revised “Formal Invitation for Bids and Contract” attached.

020 BID FORM

- Substitute and utilize the revised “020 Bid Form” attached.

060 SUPPLEMENTAL CONDITIONS

- Utilize the “Supplemental Conditions” attached.

095 SAWS SPECIAL CONDITIONS

- Utilize the “SAWS Special Conditions” attached.

Note: Addenda Acknowledgement Form for Addendum 1 is attached herein. This form must be signed and submitted with the bid package.



RECEIPT OF ADDENDUM NUMBER(S) 1 IS HEREBY ACKNOWLEDGED FOR PLANS AND

SPECIFICATIONS FOR CONSTRUCTION OF 2016-2017 TASK ORDER CONTRACT FOR
FEDERALLY FUNDED RECONSTRUCTION PROJECTS PACKAGE 3

FOR WHICH BIDS WILL BE OPENED ON TUESDAY, MARCH 8, 2016 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

CITY OF SAN ANTONIO

Issued By: Transportation and Capital Improvements
ID NO.: 23-01472-05-03

Date Issued: February 8, 2016

(010) FORMAL INVITATION FOR BIDS (IFB) to CONTRACT
2016-2017 TASK ORDER CONTRACT FOR FEDERALLY FUNDED RECONSTRUCTION
PROJECTS PACKAGE 3 #23-01472

Sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the Office of the City Clerk, City Hall, 100 Military Plaza, San Antonio, Tx 78205 until 2:00 P.M. CST on Tuesday, March 08, 2016 and publicly read aloud in City Council Chambers at 114 W. Commerce, Municipal Plaza Building. This is the solicitation deadline. Bids must be submitted in a sealed envelope and clearly marked with the due date of bid, bidder name, Project Name and ID NO. The City is not responsible for submissions not clearly and appropriately marked. Late submissions will be rejected and returned to bidder. A Non-Mandatory Pre-bid meeting will be held at 114 W. Commerce, San Antonio, TX 78205 in the 9th fl. conference room on Friday, February 19, 2016 at 10:00 A.M. Deadline for questions: 4:00 P.M., February 25, 2016.

This invitation includes the following Contract Documents:

- 010 Invitation for Bids and Contract Signature Page
020 Bid Form
025 Unit Pricing Form
040 Standard Instructions to Respondent
041 Certificate of Interested Parties (TEC Form 1295)
060 Supplemental Conditions
075 Performance Bond
076 Payment Bond
081 General Conditions for Construction Contracts
091 HUD Supplemental Conditions
095 SAWS Special Conditions
Wage Decision

Plans, Specifications and Special Conditions may be purchased at a cost of \$50.00 per set (tax included) from the office of Lockwood, Andrews & Newnam, Inc., 10101 Reunion Place, Ste. 200, San Antonio, TX 78216; Phone: (210) 499-5082. No refund will be made for plan sets that are returned. Changes to Plans, Specifications and Special Conditions will be included in an addendum and will be posted on the web at http://www.sanantonio.gov/purchasing/biddingcontract/opportunities.aspx along with this solicitation. Bidder understands and agrees that bidder is responsible for obtaining addenda and adhering to all requirements in addenda. City is not responsible for incorrect information obtained through other sources.

The following documents (fully completed and with original signatures) constitute the required information to be submitted as a part of the bid proposal:

- 010 Invitation for Bids and Contract Signature Page
020 Bid Form
025 Unit Pricing Form
4.) Bid Bond
5.) GMA- Section 3 Utilization Plan
6.) Signed Addenda Acknowledgement Forms
7.) Proof of Form 1295 with Certification Number & Date Filed

It is understood and agreed that the work is to be substantially completed on or before 730 calendar days. This project does not include hazardous environmental work. This project requires 0 project sign(s).

HUD Supplemental Conditions – Respondents shall meet the requirements as stated on 091 Supplemental Conditions posted with this solicitation on the City’s website.

Wage Decision – Respondent shall meet the prevailing wage rate requirements established for this contract and shall reference the wage decision posted with this solicitation on the City’s website.

The undersigned acknowledges that this is a unit price contract; that unit prices established will remain in effect and valid throughout the duration of the contract; the quantities shown are estimated quantities for budgetary purposes only; the award of this contract does not guarantee contractor the entire work shown in this FORMAL INVITATION FOR BID (IFB); the City may order all, some, or none of the work shown in this IFB; and projects will be assigned as they become available.

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with Contract Documents for the amount(s) shown on the accompanying bid sheet(s). The work proposed to be done shall be accepted when fully completed and finished to the entire satisfaction of the City. The undersigned certifies all prices contained in this bid have been carefully checked and are submitted as correct and final. The bidder by submitting this bid and signing below, acknowledges that he/she has received & read the entire Bid and Contract document and agrees to be bound by the terms therein, has received all Addenda, and agrees to the terms, conditions, and requirements of the bidder’s bid proposal and all documents listed in the tables above and the enabling Ordinance and associated documentation that form the entire Contract upon approval by the City Council.

Official Name of Company (legal): _____

Original Signature of Person Authorized to Sign Bid/Contract / Date Signer’s Name: _____ (Please Print or Type)

CITY OF SAN ANTONIO

Project Name: 2016-2017 Task Order Contract for Federally Funded Reconstruction Projects Package 3

Page 1 of 2

Date Issued: February 8, 2016

ID NO.: 23-01472-05-03

The estimated construction budget for this contract is \$3,500,000.00

020 BID FORM

Legal Name of Company (print)

I. BASE BID

Amount of Street/Roadway Construction Base Bid (Insert Amount in Words and Numbers):

Total Amount of Base Bid (Including City, SAWS) Insert Amount in Words and Numbers):

\$

II. ALTERNATES

Amount of each Alternates (if applicable) insert in Numbers: N/A

Additive Alternate #1 - N/A

Total Amount of Bid for Additive Alternate #1 (Insert Amount in Words and Numbers):

\$

III. UNIT PRICES

Bidders shall submit unit pricing on the 025 Unit Pricing form, and it shall be attached immediately following this sheet.

IV. ALLOWANCES (if applicable)

Person Authorized to Sign Bid/Contract (Print)

Title of Person Signing

Address

Fax No.

Local Headquarters

(Check one)

City, State and Zip Code

Local Branch Office

Telephone No.

E-mail Address

Name of the proposed **Project Manager:** _____

Name of the proposed **Site Superintendent:** _____

SUPPLEMENTAL CONDITIONS

1. **When submitting a bid in person, visitors to City Hall must allow time for security measures.** Visitors to City Hall will be required to enter through the east side of the building. The public will pass through a metal detector and x-ray machine located in the lobby. All packages, purses and carried items will be scanned during regular business hours of 7:45 a.m. to 5 p.m. After the public proceeds through the metal detector, they will sign in and be directed to an office on the 1st floor of City Hall. For those that might require the use of a ramp, entry is available on the south side of the building (Dolorosa side). Security will meet the visitor in the basement with a hand scanner.
2. **Scope of the Work** - The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents and more specifically described in the Plans and Specification for the Project entitled.
3. The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative.
4. **Liquidated Damages for Delay in Substantial Completion & Final Completion:** Contractor shall pay Owner the sum indicated on the table below for each and every calendar day of unexcused delay in achieving Substantial Completion/Final Completion beyond the Scheduled Completion/Final Completion Dates. 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 Owner, estimated at the time of executing the Contract. Such Liquidated Damages shall apply regardless of whether Contractor has been terminated by Owner prior to Substantial Completion, 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 any recovery of actual damages resulting from other defects in Contractor's performance hereunder for matters other than delays in Substantial Completion/Final Completion. When Owner reasonably believes that Substantial Completion/Final Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Contractor an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving Substantial Completion/Final Completion, or any part thereof, for which Owner has withheld payment, Owner promptly shall release to Contractor those funds withheld but no longer applicable as Liquidated Damages.

Liquidated Damages

Contractual Milestone	Contractual Milestone Description and Requirements	From	To	Liquidated Damages
1	Substantial Completion	NTP	200 calendar days	\$250.00 per day
2	Final Completion	Substantial Completion	30 calendar days	\$175.00 per day

5. **The Contract Sum** - The Owner shall pay the Contractor for the proper performance of the Contract, subject to additions and deduction provided therein, the Contract sum is listed in the Purchase Order.
6. **Partial Payment** - Each month, the Owner shall make a progress payment as approved by the Owner's Representative in accordance with the General Conditions.
7. **Acceptance and Final Payment** - Final Payment shall be due on final Owner acceptance of the Project Work, provided the Contract has been completed by Contractor as provided in the General Conditions. Before issuance of the final payment, the Contractor shall submit an affidavit and reasonable additional supporting evidence if required, as satisfactory to the Director of Finance, City of San Antonio, that all labor payrolls, construction materials and supply bills, subcontractors, and other indebtedness connected with the Work have been paid in full, or that an outstanding debt is being disputed and that the corporate surety or its agent is processing the outstanding claim and is willing to defend and/or indemnify the City should the City make final Contract payment.
8. Contractor shall comply with Standard Specification 1000 in its invoicing.

**SAN ANTONIO WATER SYSTEM
WATERWORKS AND SANITARY SEWER CONSTRUCTION
SPECIAL CONDITIONS**

The following changes are made to the Contract Documents:

1. Add to the Contract Definitions

San Antonio Water System: San Antonio Water System Board of Trustees.

2. Add to the Invitation for Bid

The San Antonio Water System area of construction operations is coincident with the area of construction operations specified in the contract documents for the project. All water and sewer facility adjustment and attendant work as shown on the Plans is considered to be an integral part of the project, and the Contractor shall be responsible for the timely scheduling and accomplishment of all water and sewer main and attendant work in conjunction with the work outlined in paragraph 1 of the City of San Antonio Invitation for Bid.

3. Add to the General Conditions

All resident inspection of water and sewer facility adjustment and attendant work will be performed by an authorized representative of the San Antonio Water System who will in turn be responsible directly to the inspectors designated above.

4. Add to the General Conditions Paragraph

Materials for Water and Sanitary Sewer Main Replacement and adjustments: The Contractor shall also furnish all materials required for the installation of all water and sanitary main replacement and adjustments, service lines, sanitary sewer laterals, manholes and attendant work as shown on the drawings and in accordance with the San Antonio Water System Material Specifications.

5. Add to General Conditions

Water Mains: The Contractor shall be responsible for the establishment in the field of all lines and grades for water works construction utilizing as may be appropriate the survey base control data provided by the Engineer for the work indicated in Paragraph 1 of the City of San Antonio Invitation for Bid. All construction staking, additional survey, layout and measurement work shall also be performed by the Contractor as part of his work.

6. Add to the General Conditions

Warranty/Correction Period for Water and Sewer Works: During a period of 24 months from and after the date of the final acceptance by the San Antonio Water System of the water and waste water work completed by and through this contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which in the judgment of the San Antonio Water System shall become necessary during such period. If within 3 days after the receipt of a notice in writing to the Contractor or his agent, the Contractor shall neglect to make or to undertake with due diligence the aforesaid repairs, the San Antonio Water System is hereby authorized to make such repairs at the Contractor's expense. In case of an emergency where, in the judgment of the San Antonio Water System delay would cause a serious loss or damage, repairs may be made with notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

7. Add to these Contract Documents, the Standard Specifications for Water and Sanitary Sewer Construction, available to the Contractor at the San Antonio Water System or at www.saws.org.

- a. Add the following paragraph to **SAWS Item No. 100 – Mobilization**, to the end of Section 100.1 DESCRIPTION:

The combined total bids for SAWS Mobilization, Item No. 100 and SAWS Preparing Right-Of-Way, Item No. 101 shall not exceed 15% of the SAWS base bid. A SAWS base bid shall be defined as all SAWS bid items excluding Mobilization, Item No. 100 and Preparing Right-Of-Way, Item No. 101.

- b. Add the following paragraph to **SAWS Item No. 101 – Preparation of Right-of-Way**, to the end of Section 101.1 DESCRIPTION:

The combined total bids for SAWS Mobilization, Item No. 100 and SAWS Preparing Right-Of-Way, Item No. 101 shall not exceed 15% of the SAWS base bid. A SAWS base bid shall be defined as all SAWS bid items excluding Mobilization, Item No. 100 and Preparing Right-Of-Way, Item No. 101.

8. Add to these Contract Documents, the San Antonio Water System Special Provisions, attached separately.

9. Add to these Contract Documents, the San Antonio Water System Proposals, attached separately.

10. Add to the General Conditions for Article 7 - Changes in Work for San Antonio Water Systems work that is joint bid the COSA the following will apply

Change Orders allowable markups for SAWS work is as follows:

ACTUAL COST OF THE WORK – Actual Cost incurred by the Contractor to perform the additional Work. Contractor shall provide a complete breakdown of the actual costs to the Owner on a daily basis as follows:

Labor including Foremen

Materials comprising the Work.

The Contractor’s actual incremental ownership or rental cost of equipment during the time of use on the extra Work. (Rental cost may be based on current Southwest Regional AGC, Association of Equipment Distributors regional computations or equivalent)

Power and consumable supplies for the operation of power equipment.

Insurance, any extra bond premiums, Social Security and unemployment contributions, and benefits.

PARTICIPATION ALLOWANCE

<u>Participant</u>	<u>Overhead</u>	<u>Profit</u>	<u>Commission</u>
To Contractor on his Project on Work performed by other than his own forces:	0%	0%	5%
To first tier Subcontractor on Work performed by his subtier Subcontractors:	0%	0%	5%
To Contractor and/or the first tier Subcontractors for that portion of the Work performed with their own respective forces:	10%	10%	0%

Not more than four categories of percentages, not to exceed the maximum percentages shown above, will be allowed regardless of the number of subtier subcontractors: For proposals covering both increases and decreases in the amount of the Contract, the application of overhead and profit percentages shall be on the net increase in Actual for the Contractor or Subcontractor performing the Work. However, where the Contractor or first tier Subcontractor receives proposals for additive and deductive amounts from separate subtier subcontractors, the commission shall be allowed on the added amounts prior to subtraction of the credit amounts. The cost of such extra Work shall be added to the Contract Sum by a Written Change Order

The remaining Article 7 remains as per the COSA General Conditions.