CITY OF SAN ANTONIO
TRANSPORTATION & CAPITAL IMPROVEMENTS

ADDENDUM NO. 2

PROJECT NAME: **2016-2017 TASK ORDER CONTRACT FOR FEDERALLY FUNDED PROJECTS PACKAGE 4 – 23-01472**

DATE: 3/8/2016

ADDENDUM NO.2

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.

Formal Invitation for Bid and Contract:

1. **General Conditions:**
   a. **Section 1.2.4 of the General Conditions for the City of San Antonio Construction Contracts is deleted and replaced in its entirety with the following:**

      1.2.4 The contract shall commence upon the issuance of the first task order by the City of San Antonio. No Work shall commence any earlier than the issuance date of the first task order and no Work shall be performed by Contractor or any Subcontractor prior to issuance of the first task order. Any work commenced prior to Contractor receiving the first task order is performed at Contractor's risk.

   b. **Section 11.3.1.1 of the General Conditions for the City of San Antonio Construction Contracts is deleted and replaced in its entirety with the following:**

      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

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LICENSED PROFESSIONAL ENGINEER
3/8/16

c. Section 11.3.1.2 of the General Conditions for the City of San Antonio Construction Contracts is deleted and replaced in its entirety with the following:

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.

d. Section 11.3.2 of the General Conditions for the City of San Antonio Construction Contracts is deleted and replaced in its entirety with the following:

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. The following information from the pre-submittal conference held on 2/19/2016:

Project Description – Project Scope

A. Contract information
   i. 730 calendar days
   ii. Deadline for questions is March 3 @ 4 PM
   iii. Spec books available at LAN office 10101 Reunion Place ste 200, SA 78216
   iv. See supplemental conditions and special provisions for additional contract information
   v. $1.5M Engineers Estimate

B. Flatwork
   i. Curb, sidewalk, retaining walls, driveways & wheel chair ramps
      a. Use City of San Antonio standard details

C. Additional Mobilization
    i. See Project Description and Supplemental Specification for clarification
D. No direct payment for the following items:
    i. Mobilization (Item 100)
    ii. Insurance & Bond (Item 100)
    iii. Preparing Right-of-Way (Item 101)
    iv. Barricades, Signs & Traffic Handling (Item 530)
    v. Temporary Erosion, SWPPP (Item 540)
E. Miscellaneous work
    i. Tree removal/replacement and protection
    ii. Gate/fence adjustments
    iii. Pavement markings
    iv. Asphalt repair for flatwork projects
    v. Sign/mailbox relocations
    vi. Minor utility adjustments
F. General Notes & Traffic Notes
    i. Traffic control in accordance with MUTCD standards
    ii. Contractors must acquire Right-of-Way permits for each project location (no charge)
    iii. City of San Antonio Traffic Engineering to determine final working restrictions
        a. Reduced working times in school zones – no extra payment
G. Asphalt Repair & Curb Construction Details
    i. Contractor to pay careful attention to subsidiary items relating to curb Construction
        a. Flex base requirements identified in this detail shall govern for all curb installation that does not have an acceptable Type B base bedding, including underneath driveways
H. Project requirements
    i. Contractor awarded contract to provide material submittals in electronic format at time of pre-construction/kickoff meeting
I. TDLR inspection of projects (> $50,000) after construction is completed
    i. Projects will not be considered complete until the TDLR review has been approved
J. Invoicing through City of San Antonio Primelink System
    i. Contractors may be required to provide updated schedules with each invoice

3. General

A. This contract has a total duration of 730 calendar days. The Contractor will not receive 730 calendar days to complete each of the projects assigned to this contract. The contractor will receive each project as a separate task order and total calendar days for each task order will be negotiated between the Contractor and City Project Manager. If the contractor fails to complete the task orders in negotiated days, liquidated damages will be assessed.

B. For projects located within school zones, there will be reduced working times. The Contractor shall take this into consideration during time of bid. The Contractor will not receive additional compensation for reduced working times.

4. Contractor Questions

A. When will the final addendum be posted?
   i. The final addendum will be posted on March 8, 2016
B. How much notice does VIA need for relocation of facilities?
   i. Contractor to give City or Consultant 1 weeks notice for sign removal and 2 weeks notice for shelter removal.
   ii. Contractor also responsible for contacting VIA 48 hours in advance of any concrete pours for VIA shelter. VIA to conduct their own inspection in addition to City inspection.
C. Will projects from multiple packages be stacked on top of each other?
   i. Contractors from different packages will not be stacked on top of each other.
D. Is this an all or nothing contract? Does the contractor have to bid on each item in the contract?
   i. Yes, this is an all or nothing contract. Contractors must place a bid on each line item.

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Note: Addenda Acknowledgement Form for Addendum 2 is attached herein. This form must be signed and submitted with the bid package.

RECEIPT OF ADDENDUM NUMBER(S) **2** IS HEREBY ACKNOWLEDGED FOR PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF THE **2016-2017 TASK ORDER CONTRACT FOR FEDERALLY FUNDED PROJECTS PACKAGE 4 – 23-01472**

FOR WHICH BIDS WILL BE OPENED ON **TUESDAY, MARCH 15, 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