

## **ADDENDUM NO. 1**

**PROJECT NAME: 2016 IMP SIDEWALK PROJECTS CONTRACT – 23-01472**

**DATE: 4/19/2016**

### **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.

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#### **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

**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. Remove and replace the following forms:**

- A. "010 Formal Invitation for Bids (IFB) to Contract Signature Page". This form has been revised to state a "Bid Bond" is required for this project.
- B. "060 Supplemental Conditions". This form has been revised to remove the "Task Order" language.

**3. Contractor Questions**

- A. What type of SW3P measures are expected with this contract?
  - i. Planned SW3P measures may include the following but are not limited to:
    - 1. Curb inlet gravel filters
    - 2. Temporary sediment control fence
- B. Why does this contract not allow the use of wire mesh reinforcement for sidewalks and driveways?

- i. Pre-cautionary measures are being taken by the City to assist in preventing premature failure of concrete
- C. What is the anticipated council date for this contract?
- i. The council date depends on bid evaluations, but the expected timeline for council approval is June/July of 2016.

CITY OF SAN ANTONIO

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

Date Issued: April 19, 2016
Addendum #1

(010) FORMAL INVITATION FOR BIDS (IFB) to CONTRACT
2016 IMP Sidewalk Projects Contract #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, 2nd floor San Antonio, Tx 78205 until 2:00 P.M. CST on Tuesday, April 26, 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 5th fl. conference room on Wednesday, April 13, 2016 at 10:00 A.M. Deadline for questions: 4:00 P.M., April 15, 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)
050.01 SBEDA Guidelines
060 Supplemental Conditions
075 Performance Bond
076 Payment Bond
081 General Conditions for Construction Contracts
095 SAWS Special Conditions
Subcontractor/Supplier Commitment Form

Plans, Specifications and Special Conditions may be purchased at a cost of \$50.00 per set (tax included) from the office of Lockwood, Andrews & Newman, 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 www.sanantonio.gov/rfp listings 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:

- 1.) 010 Invitation for Bids and Contract Signature Page
2.) 020 Bid Form
3.) 025 Unit Pricing Form
4.) Bid Bond
5.) Subcontractor/Supplier Commitment Form
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 120 calendar days. This project does not include hazardous environmental work.

Small Business Economic Development Advocacy (SBEDA) Program Compliance – Respondents shall meet the subcontracting requirements as stated on Form 050.01 and on the Subcontractor/Supplier Commitment Form 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)

## 060

**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 a.m. to 7 p.m. After the public proceeds through the metal detector, they will sign in and receive a visitor's badge. 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	120 calendar days	\$175.00 per day
2	Final Completion	Substantial Completion	30 calendar days	\$125.00 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.



**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 THE **2016 IMP SIDEWALK PROJECTS**  
**CONTRACT – 23-01472**

FOR WHICH BIDS WILL BE OPENED ON **TUESDAY, APRIL 26, 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