SW/vv
04/16/15
Item #8

AN ORDINANCE 2015-04-16-0303

ACCEPTING THE LOWEST RESPONSIVE QUALIFIED BID AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,058,480.00 TO FRIESENHAHN PAVING, LLC FOR THREE YEARS OF PROVIDING THE PROCUREMENT OF LABOR AND ASPHALT MATERIAL FOR PARK OPERATIONS AS NEEDED AND IN ACCORDANCE WITH THE ANNUAL ADOPTED BUDGET APPROVED BY CITY COUNCIL.

* * * * *

WHEREAS, the City of San Antonio utilizes annual contracts for procuring high volume repetitive purchases; and

WHEREAS, annual contracts are an efficient method of securing the best prices through volume purchasing and reducing large amounts of work related to the bid process; and

WHEREAS, utilization of annual contracts allows the City to procure numerous different commodities in support of the normal daily operations; and

WHEREAS, the formal competitive bid was advertised in The Hart Beat on February 2, 2015, and February 9, 2015, on the City's website and in the Electronic State Business Daily; and

WHEREAS, bids were opened on Tuesday, March 3, 2015, with five (5) bidders submitting their bid; and

WHEREAS, Friesenhahn Paving, LLC was the lowest responsive qualified bidder with a bid amount of $1,058,480.00; and

WHEREAS, this contract will be awarded in compliance with the Small Business Economic Development Advocacy (SBEDA) Program, which requires contracts be reviewed by a Goal Setting Committee to establish a requirement and/or incentive unique to the particular contract in an effort to maximize the amount of small, minority, and women-owned business participation on the contract; and

WHEREAS, the Goal Setting Committee set a Minority/Women Business Enterprise (M/WBE) subcontracting goal of 15% and an African American Business Enterprise (AABE) subcontracting goal of 1%; and

WHEREAS, Friesenhahn Paving has committed to 15% M/WBE subcontracting and 1% AABE subcontracting participation; **NOW THEREFORE:**

SW/vv
04/16/15
Item #8

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The lowest responsive qualified bid in the amount of $1,058,480.00, from Friesenhahn Paving LLC, for a labor and materials contract for asphalt work in San Antonio parks is hereby accepted. The contract described herein shall become effective upon the deposit of all required bonds and insurance certificates so long as such deposits are accomplished within sixty (60) days from the effective date of this ordinance. A copy of the contractor's executed Formal Invitation for Bids and Contract is attached hereto and incorporated herein for all purposes as **Attachment I.**

SECTION 2. The amount up to $1,058,480.00 will be encumbered upon issuance of purchase orders, and payment is authorized to Friesenhahn Paving LLC. All expenditures will be in accordance with the Fiscal Year 2015 and subsequent budgets that fall within the term period of this contract approved by City Council.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 16th day of April, 2015.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Hollis Young
for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**8 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 13, 15, 16, 17, 18, 19, 21, 22)**
Date:	04/16/2015
Time:	10:54:33 AM
Vote Type:	Motion to Approve
Description:	An Ordinance awarding a contract to Friesenhahn Paving LLC for a Labor and Materials Contract for Asphalt Work in San Antonio parks on an as needed basis for an estimated total amount for three years of $1,058,480.00 and in accordance with the annual adopted budget approved by City Council. [Gloria Hurtado, Assistant City Manager; Xavier Urrutia, Director, Parks and Recreation]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1	x					
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				x
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I

CITY OF SAN ANTONIO

Issued By: Transportation & Capital Improvements **Date Issued: February 2, 2015**
ID NO.: 2601010001

(010) FORMAL INVITATION FOR BIDS (IFB) and CONTRACT FOR LABOR AND MATERIALS FOR ASPHALT WORK FOR PARK OPERATIONS

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, March 3, 2015** 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 Wednesday, February 11, 2015 at 10:00 A.M. **Deadline for questions: 4:00 P.M., February 20, 2015.**

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
- 050.01 SBEDA Guidelines
- ▫ Subcontractor/Supplier Utilization Commitment form
- 060 Supplemental Conditions
- 075 Performance Bond
- 076 Payment Bond
- 081 General Conditions for Construction Contracts
- ▫ Wage Decision

Plans, Specifications and Special Conditions and all addenda will be posted on the web at **www.sanantonio.gov/rfplistings** along with this solicitation. Changes to Plans, Specifications and Special Conditions will be included in an addendum and may be obtained from the above mentioned site. 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 Utilization Commitment form
6.) Signed Addenda Acknowledgement Forms

This is a contract duration is for up to 3 years (**1095 calendar days**) or until the contract capacity has been exhausted.

The contract capacity for all labor and materials included in this Agreement shall not exceed, **SEVEN HUNDRED FIFTY THOUSAND & NO/100 DOLLARS ($750,000.00)**.

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 Utilization 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, 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): Friesenhahn Paving LLC

[signature], 3-3-2015 Signer's Name: Dutch Friesenhahn
Original Signature of Person Authorized to Sign Bid/Contract Date (Please Print or Type)

CITY OF SAN ANTONIO

Project Name: ANNUAL CONTRACT FOR LABOR AND MATERIALS FOR ASPHALT WORK FOR PARKS OPERATIONS
Date Issued:

The estimated construction budget for this contract is **$250,000.00**

020

BID FORM

I. BASE BID

Amount of Labor and Material Base Bid (Insert Amount in Words and Numbers):

One million fifty-eight thousand four hundred eighty dollars $ 1,058,480.00

II. UNIT PRICES

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

Friesenhahn Paving LLC
Official Name of Company (legal)

(210) 649-1998
Telephone No.

10966 Hwy 87 E
Address

(210) 649-3893
Fax No.

Adkins, Texas 78101
City, State and Zip Code

Jesse@fpaving.com
E-mail Address

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

2015 MAR -3 PM 1:26

CITY OF SAN ANTONIO
025 UNIT PRICING FORM

PROJECT NAME: **IDC: Labor and Materials for Asphalt Paving**

ITEM NO.	DESC. CODE	BID ITEM DESCRIPTION	UNIT OF MEASURE	APPROX. QUANTITIES	UNIT BID PRICE	AMOUNT
1		**TRAILS REPAIR (SEE ATTACHED TYPICAL ASPHALT PAVEMENT AND ASPHALT PATCH SPECIFICATION TO MATCH EXISTING GRADES)**				
1		ASPHALT ONLY TYPE C FLAT RATE / COST PER ITEM	SY	5,000	$16.00	$ 80,000.00
1		ASPHALT ONLY TYPE D FLAT RATE / COST PER ITEM	SY	5,000	$14.25	$ 71,250.00
1		ASPHALT & BASE FLAT RATE / COST PER ITEM	SY	5,000	$25.00	$ 125,000.00
2		**PARKING AREAS (SEE ATTACHED TYPICAL ASPHALT PAVEMENT**				
2		FLAT RATE / COST PER ITEM	SY	10,000	$14.25	$ 142,500.00
2		CRACK SEAL	LF	25,000	$1.00	$ 25,000.00
3		**OVERLAY (TO INCLUDE MILLING EXISTING SURFACE 2" AND REPAVE AREAS WITH TYPE D ASPHALT TO MATCH)**				
3		FLAT RATE / COST PER ITEM	SY	15,000	$22.00	$ 330,000.00
4		**ASPHALT DEMOLITION**				
4		FLAT RATE / COST PER ITEM OVER 500 SF	SF	15,000	$2.00	$ 30,000.00
4		FLAT RATE / COST PER ITEM UNDER 500 SF	SF	15,000	$5.00	$ 75,000.00
5		**SPEED HUMPS**				
5		COST PER ITEM	EA	50	$1,562.00	$ 78,100.00
6		**MATERIALS**				
6		BLACK BASE	TON		$68.00	$ -
6		ROAD BASE	TON		$30.00	$ -
7		**CONCRETE WHEEL STOPS**				
7		FLAT RATE / COST PER ITEM	EA	300	$75.00	$ 22,500.00
8		**SEAL COAT**				
8		FLAT RATE / COST PER ITEM	GAL	1,000	$0.13	$ 130.00
9		**TACK COAT**				
9		FLAT RATE / COST PER ITEM	GAL	1,000	$5.00	$ 5,000.00
11		**PAINT STRIPING**				
11		FLAT RATE / COST PER ITEM	LF	10,000	$1.00	$ 10,000.00
12		**SUPPLEMENTAL EXCAVATION**				
12		FLAT RATE / COST PER ITEM OVER 50 CY	CY	5,000	$9.00	$ 45,000.00
12		FLAT RATE / COST PER ITEM UNDER 50 CY	CY	1,000	$14.00	$ 14,000.00
13		**EMERGENCY RESPONSE**				
13		EMERGENCY RESPONSE FEE			$5,000.00	$5,000.00

Total Bid Amount: $ 1,058,480.00

In consideration of submitted bids, bidders are required and shall fully complete each unit bid price line on the 025 unit pricing form contained herein. Any unit bid price line left incomplete or determined by the City to be under priced may result in a submitted bid being deemed non-responsive. Bidders agree that the unit bid prices submitted on said 025 form, will be held throughout the duration of this indefinite delivery contract.

_FRIESENHAHN PAVING_____ certifies that the unit prices shown on this complete computer print-out for all of the bid items and the alternates contained in this proposal are the unit prices intended and that its bid will be tabulated using these unit prices and no other information from this print-out.

___FRIESENHAHN PAVING_____ acknowleged and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total bid amount will be determined by multiplying the unit bid prices shown in this print-out by the respective estimated quantities shown in the proposal and then totaling all of the extended amounts.

Friesenhahn Paving **agrees to the terms, conditions, and requirements of the bidder's bid proposal.**

Signed: _____ Date: 03/03/2015

Title: Estimator

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Friesenhahn Paving, LLC. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY,** as surety, hereinafter called the "Surety," are held and firmly bound unto City of San Antonio as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest amount bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Asphalt Work for Park Operations

Proj. No. 2601010001

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 2nd day of March, 2015.

Friesenhahn Paving, LLC.
(Principal)

BY: [signature]

TITLE: Owner

SURETEC INSURANCE COMPANY

BY: [signature]
Lisa M. Bielefeld , Attorney-in-Fact

POA #: 5195798

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Lisa M. Bielefeld

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Friesenhahn Paving, LLC.
Obligee: City of San Antonio
Amount: $ 250,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 2nd day of March, 2015, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

City of San Antonio
Subcontractor/Supplier Utilization Commitment Form

Solicitation Name: ***Annual Contract for Labor and Materials for Asphalt Work for Parks Operations***

Respondent Name: Dutch Friesenhahn Friesenhahn Paving

Initial each statement and sign below.

DF In responding to this solicitation for a task order contract, I hereby affirm my firm's commitment to meet the subcontracting requirements indicated in the solicitation.

DF I understand a Minority/Women Business Enterprise (M/WBE) subcontracting goal of **fifteen** percent (15%) applies to this solicitation.

DF I understand an African American Enterprise (AABE) subcontracting goal of **one** percent (1%) applies to this solicitation.

DF I understand that self-performance by S/M/WBE prime respondents does not count toward these subcontracting goals.

DF I understand that absent a waiver approved by the Small Business Office, failure to include a completed, signed copy of this Commitment Form to satisfy the subcontracting goals for this solicitation will render this response NON-RESPONSIVE.

DF I understand my firm is required to submit the Subcontractor/Supplier Utilization Plan to CITY on a quarterly basis based on the SBO's job order, on-call, and/or indefinite delivery contracts reporting schedule resulting from this solicitation (except for the last quarter of this contract term, during which my firm shall submit for each accepted task order).

DF I understand in the absence of a waiver granted by the SBO, the failure of firm to attain these subcontracting goals for S/M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the under-utilization below the agreed-upon subcontracting goals, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

Signature: Dutch Friesenhahn

Date: 03/3/2015

Dutch Friesenhahn President

Printed Name & Title

Version 5/9/13

CITY OF SAN ANTONIO

TRANSPORTATION & CAPITAL IMPROVEMENTS

THROUGH INNOVATION AND DEDICATION, WE BUILD AND MAINTAIN SAN ANTONIO'S INFRASTRUCTURE.

ADDENDUM No. 1

PROJECT NAME: ANNUAL CONTRACT FOR ASPHALT PAVING IN SAN ANTONIO PARKS

DATE: FEBRUARY 18, 2015

This addendum is separated into sections for convenience; however, all contractors, subcontractors, material men, and other parties shall be responsible for reading the entire addendum. The failure to list an item or items in all affected sections of this addendum does not relieve any party affected from performing as per instructions, providing that the information is set forth one time any place in this addendum. These documents shall be attached to and become part of the Contract Documents for this project. The contractor shall be required to sign an acknowledgement of the receipt of this addendum and submit with their bid.

REVISION TO INVITATION FOR BID (IFB) AND CONTRACT PAGE (FORM 010)

Form 010 – Originally posted on the City's solicitation website has been amended to read:

It is understood and agreed that this Contract shall remain in force for the period of one (1) year, and the City shall retain an option to extend this Agreement for two (2) additional one (1) year option periods. The Director shall have the authority to exercise such options at his/her discretion.

The compensation for all labor and materials included in this Agreement shall not exceed, **TWO HUNDRED FIFTY THOUSAND & NO/100 DOLLARS ($250,000.00)** per year. Any extension of this Agreement, up to two (2) additional one (1) year "Extension Periods", may increase the total amount of this Agreement annually to an amount not to exceed, **SEVEN HUNDRED FIFTY THOUSAND & NO/100 DOLLARS ($750,000.00)**.

END OF ADDENDUM No. 1

CITY OF SAN ANTONIO

Issued By: Transportation & Capital Improvements **Date Issued: February 2, 2015**
ID NO.: 2601010001

(010) FORMAL INVITATION FOR BIDS (IFB) and CONTRACT FOR LABOR AND MATERIALS FOR ASPHALT WORK FOR PARK OPERATIONS

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, March 3, 2015** 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 Wednesday, February 11, 2015 at 10:00 A.M. **Deadline for questions: 4:00 P.M., February 20, 2015.**

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
- 050.01 SBEDA Guidelines
- ▫ Subcontractor/Supplier Utilization Commitment form
- 060 Supplemental Conditions
- 075 Performance Bond
- 076 Payment Bond
- 081 General Conditions for Construction Contracts
- ▫ Wage Decision

Plans, Specifications and Special Conditions and all addenda will be posted on the web at **www.sanantonio.gov/rfplistings** along with this solicitation. Changes to Plans, Specifications and Special Conditions will be included in an addendum and may be obtained from the above mentioned site. 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 Utilization Commitment form
6.) Signed Addenda Acknowledgement Forms

It is understood and agreed that this Contract shall remain in force for the period of one (1) year, and the City shall retain an option to extend this Agreement for two (2) additional one (1) year option periods. The Director shall have the authority to exercise such options at his/her discretion.

The compensation for all labor and materials included in this Agreement shall not exceed, **TWO HUNDRED FIFTY THOUSAND & NO/100 DOLLARS ($250,000.00)** per year. Any extension of this Agreement, up to two (2) additional one (1) year "Extension Periods", may increase the total amount of this Agreement annually to an amount not to exceed, **SEVEN HUNDRED FIFTY THOUSAND & NO/100 DOLLARS ($750,000.00)**.

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 Utilization 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, 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): _____

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

CITY OF SAN ANTONIO

TRANSPORTATION & CAPITAL IMPROVEMENTS

THROUGH INNOVATION AND DEDICATION, WE BUILD AND MAINTAIN SAN ANTONIO'S INFRASTRUCTURE.

PROJECT NAME: ANNUAL CONTRACT FOR ASPHALT PAVING IN SAN ANTONIO PARKS

RECEIPT OF ADDENDUM NUMBER(S) 1 IS HEREBY ACKNOWLEDGED FOR THE PROJECT:

FOR WHICH BIDS WILL BE OPENED ON: TUESDAY, MARCH 3, 2015 AT 2:00 P.M. CST

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

Company Name: Friesen Hahn Paving LLC.

Address: 10966 Hwy. 87 E.

City/State/Zip Code: Adkins Tx 78101

Date: 02/18/2015

Signature

Jesse Ortiz Estimator

Print Name/Title

CITY OF SAN ANTONIO

TRANSPORTATION & CAPITAL IMPROVEMENTS

THROUGH INNOVATION AND DEDICATION, WE BUILD AND MAINTAIN SAN ANTONIO'S INFRASTRUCTURE.

ADDENDUM No. 2

PROJECT NAME: ANNUAL CONTRACT FOR ASPHALT PAVING IN SAN ANTONIO PARKS

DATE: FEBRUARY 19, 2015

This addendum is separated into sections for convenience; however, all contractors, subcontractors, material men, and other parties shall be responsible for reading the entire addendum. The failure to list an item or items in all affected sections of this addendum does not relieve any party affected from performing as per instructions, providing that the information is set forth one time any place in this addendum. These documents shall be attached to and become part of the Contract Documents for this project. The contractor shall be required to sign an acknowledgement of the receipt of this addendum and submit with their bid.

REVISION TO INVITATION FOR BID (IFB) AND CONTRACT PAGE (FORM 010)

Form 010 – Originally posted on the City's solicitation website, the section that reads:

It is understood and agreed that this Contract shall remain in force for the period of one (1) year, and the City shall retain an option to extend this Agreement for two (2) additional one (1) year option periods. The Director shall have the authority to exercise such options at his/her discretion.

The compensation for all labor and materials included in this Agreement shall not exceed, **TWO HUNDRED FIFTY THOUSAND & NO/100 DOLLARS ($250,000.00)**. Any extension of this Agreement, up to two (2) additional one (1) year "Extension Periods", may increase the total amount of this Agreement to an amount not to exceed, **SEVEN HUNDRED FIFTY THOUSAND & NO/100 DOLLARS ($750,000.00)**.

Has been amended to read:

"This is a contract duration is for up to 3 years (**1095 calendar days**) or until the contract capacity has been exhausted.

The contract capacity for all labor and materials included in this Agreement shall not exceed, **SEVEN HUNDRED FIFTY THOUSAND & NO/100 DOLLARS ($750,000.00)**."

END OF ADDENDUM No. 2

CITY OF SAN ANTONIO

Issued By: Transportation & Capital Improvements **Date Issued: February 2, 2015**
ID NO.: 2601010001

(010) FORMAL INVITATION FOR BIDS (IFB) and CONTRACT FOR LABOR AND MATERIALS FOR ASPHALT WORK FOR PARK OPERATIONS

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, March 3, 2015** 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 Wednesday, February 11, 2015 at 10:00 A.M. **Deadline for questions: 4:00 P.M., February 20, 2015.**

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
- 050.01 SBEDA Guidelines
- ◘ Subcontractor/Supplier Utilization Commitment form
- 060 Supplemental Conditions
- 075 Performance Bond
- 076 Payment Bond
- 081 General Conditions for Construction Contracts
- ◘ Wage Decision

Plans, Specifications and Special Conditions and all addenda will be posted on the web at **www.sanantonio.gov/rfplistings** along with this solicitation. Changes to Plans, Specifications and Special Conditions will be included in an addendum and may be obtained from the above mentioned site. 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 Utilization Commitment form
6.) Signed Addenda Acknowledgement Forms

This is a contract duration is for up to 3 years (**1095 calendar days**) or until the contract capacity has been exhausted.

The contract capacity for all labor and materials included in this Agreement shall not exceed, **SEVEN HUNDRED FIFTY THOUSAND & NO/100 DOLLARS ($750,000.00)**.

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 Utilization 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, 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): _____

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

CITY OF SAN ANTONIO

TRANSPORTATION & CAPITAL IMPROVEMENTS

THROUGH INNOVATION AND DEDICATION, WE BUILD AND MAINTAIN SAN ANTONIO'S INFRASTRUCTURE.

PROJECT NAME: ANNUAL CONTRACT FOR ASPHALT PAVING IN SAN ANTONIO PARKS

RECEIPT OF ADDENDUM NUMBER(S) 2 IS HEREBY ACKNOWLEDGED FOR THE PROJECT:

FOR WHICH BIDS WILL BE OPENED ON: TUESDAY, MARCH 3, 2015 AT 2:00 P.M. CST

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

Company Name: Friesenhahn Paving LLC.

Address: 10966 HWY. 87 E.

City/State/Zip Code: ADKINS Tx 78101

Date: 02/20/2015

Signature

JESSE ORTIZ Estimator

Print Name/Title

CITY OF SAN ANTONIO

TRANSPORTATION & CAPITAL IMPROVEMENTS

THROUGH INNOVATION AND DEDICATION, WE BUILD AND MAINTAIN SAN ANTONIO'S INFRASTRUCTURE.

ADDENDUM No. 3

PROJECT NAME: ANNUAL CONTRACT FOR ASPHALT PAVING IN SAN ANTONIO PARKS

DATE: FEBRUARY 23, 2015

This addendum is separated into sections for convenience; however, all contractors, subcontractors, material men, and other parties shall be responsible for reading the entire addendum. The failure to list an item or items in all affected sections of this addendum does not relieve any party affected from performing as per instructions, providing that the information is set forth one time any place in this addendum. These documents shall be attached to and become part of the Contract Documents for this project. The contractor shall be required to sign an acknowledgement of the receipt of this addendum and submit with their bid.

QUESTIONS/CLARIFICATION ON SPECIFICATIONS:

1. **Question:** *Can you please give an example of a common "scope of work" for concrete construction for this contract? From mobilization to proposal acceptance, to completed work, to invoicing and final payment. This brief description will allow us (bidders) to be sure we know what to expect. It allows everyone to be on same page for bidding.*

   Response: For example, Concepcion Park had existing parking area that had many potholes and low lying areas. The budget did not allow for complete tear up and rebuilding. The depressed areas were cut, recompacted, re-asphalted then the entire parking area was seal coated.

2. **Question:** *Will barricades and construction fencing be required for each job?*

   Response: Yes, each job will require barricades and construction fencing.

3. **Question:** *Will a project sign be required for each job?*

   Response: A project sign may be required for the job. If the repair is more than 2 days, signage is required.

4. **Question:** *Will a SWPPP plan be required for each job?*

   Response: Since the asphalt is repair, a SWPPP is not required. Only for new construction is a SWPPP required.

5. **Question:** *Will tree protection be required for each job? What standard of protection does the Parks Department require around trees? What about if tree pruning is needed, is that part of our scope also?*

   Response: Yes, tree protection is required for each job.

6. **Question:** *How does the proposal process work for each job?*

Response: The project manager meets the contractor on site and discusses the scope of work. The contractor provides a proposal to the project manager. If acceptable, the proposal is submitted by the project manager for a PO (purchase order), then the work is scheduled to be performed upon receipt of the PO.

7. **Question:** *How does the payment process work for each job?*

   Response: The payment process will happen through PRIMELink

8. **Question:** *Will each individual job have separate payrolls or is payroll input for a yearly basis for the entire contract.*

   Response: This contract will be active for three years or until the contract capacity has been reached. The contract capacity will be loaded into SAP and as task orders are issued, lines will be created on the purchase order.

9. **Question:** *Is the one course seal coat treatment a topping rock (pre-coat aggregate) or a slurry seal?*

   Response: Slurry Seal

10. ***Question:*** *Can a manufactured speed hump be used as a substitute for an asphalt speed hump?*

    Response: It can be.

END OF ADDENDUM No. 3

CITY OF SAN ANTONIO

TRANSPORTATION & CAPITAL IMPROVEMENTS

THROUGH INNOVATION AND DEDICATION, WE BUILD AND MAINTAIN SAN ANTONIO'S INFRASTRUCTURE.

PROJECT NAME: ANNUAL CONTRACT FOR ASPHALT PAVING IN SAN ANTONIO PARKS

RECEIPT OF ADDENDUM NUMBER(S) 3 IS HEREBY ACKNOWLEDGED FOR THE PROJECT:

FOR WHICH BIDS WILL BE OPENED ON: TUESDAY, MARCH 3, 2015 AT 2:00 P.M. CST

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

Company Name: Friesenhahn Paving LLC.

Address: 10966 HWY. 87 E.

City/State/Zip Code: Adkins Tx 78101

Date: 02/24/2015

Signature

Jesse Ortiz Estimator

Print Name/Title