SW/vv
04/10/14
Item #10

AN ORDINANCE 2014-04-10-0216

ACCEPTING THE LOWEST RESPONSIVE BID TO AWARD A CONSTRUCTION CONTRACT, INCLUDING TWO (2) ADDITIVE ALTERNATES, IN THE AMOUNT OF $386,594.00, PAYABLE TO HARBORTH CONSTRUCTION, LLC, FOR THE BEACON HILL PARK PHASE II PROJECT, AN AUTHORIZED 2012–2017 BOND PROJECT, LOCATED IN COUNCIL DISTRICT 1.

* * * * *

WHEREAS, the Beacon Hill Park Improvement Project Phase II is a continuation of a previously approved and constructed Phase I project, initiated by the community and the Council Office in District 1; and

WHEREAS, Phase I and II proposed the re-development of existing drainage parcels into park spaces for the use of the community; and

WHEREAS, on May 12, 2011 City Council approved funding for the construction of Phase I, pursuant to ordinance number 2011-05-12-0371, with Certificate of Obligations and Housing Urban Development (HUD 108 loan program project) funds; and

WHEREAS, however, funding for the Phase II Improvements was not identified; and

WHEREAS, on May 12, 2012, San Antonio voters approved the 2012-2017 Bond Program, consisting of five propositions totaling $596 Million to be used on various capital improvement projects, to address community infrastructures needs and improve the overall quality of life in San Antonio; and

WHEREAS, the Beacon Hill Park Improvement Phase II project was included in the 2012-2017 Bond Program and it allocated $450,000.00; and

WHEREAS, the Beacon Hill Park Phase II improvements will include 1600 linear feet of walking trails, crosswalk, basket swing, a picnic unit and other park amenities; and

WHEREAS, this Project was advertised for construction bids in the San Antonio Hart Beat, on the City's website and the Texas Electronic State Business Daily in April 2013; and

WHEREAS, in addition, the bid announcement was made on TVSA and through the Small Business Economic Development Advocacy (SBEDA) Office; and

WHEREAS, plans were also available for review by potential bidders at the office of RVK Interior Designers, located at 745 E. Mulberry Ave., Suite 601, San Antonio, TX 78212; and

WHEREAS, bids for this project were opened on February 11, 2014 and six (6) bidders responded, of which two (2) bidders were deemed non-responsive and Harborth Construction, LLC, submitted the lowest responsive bid; and

WHEREAS, the Goal Setting Committee set a 23% Small Business Enterprise (SBE) subcontracting goal and a 17% Minority/Women Business Enterprise (M/WBE) subcontracting goal; and

WHEREAS, Harborth Construction, LLC has committed to 25% SBE and 25% M/WBE subcontractor participation; and

WHEREAS, this construction contract was developed utilizing the low bid process; therefore a Discretionary Contracts Disclosure Form is not required; **NOW THEREFORE:**

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

SECTION 1. The lowest responsive qualified bid in the amount of $386,594.00 from Harborth Construction, LLC, including two (2) additive alternates for the Beacon Hill Park Phase II project, 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. All other bids will be considered rejected upon the contract becoming effective or the expiration of sixty (60) days from the effective date hereof, whichever occurs first. 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. Payment in the amount of $386,594.00, in SAP Fund 45099000, General Obligation Capital Projects, SAP Project Definition 40-00338, Beacon Hill Park, is authorized to be encumbered and made payable to Harborth Construction, LLC., for construction services.

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.

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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 10th day of April, 2014.

for **M A Y O R**
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Robert F. Greenblum, City Attorney

Agenda Item:	**10**
Date:	04/10/2014
Time:	09:37:19 AM
Vote Type:	Motion to Approve
Description:	An ordinance for Beacon Hill Park Phase II project accepting the lowest responsive bid to award a construction contract, including two (2) additive alternates, in the amount of $386,594.00, payable to Harborth Construction, LLC, an authorized 2012-2017 Bond Project, located in Council District 1. [Peter Zanoni, Deputy City Manager; Mike Frisbie, Director, Transportation and Capital Improvements]
Result:	Passed

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

CITY OF SAN ANTONIO

Issued By: CIMS Department
ID NO.: 40-00338

Date Issued: January 6, 2014
Page 1 of 1

FORMAL INVITATION FOR BIDS (IFB) and CONTRACT
Beacon Hill Park Phase II - #40-00338

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, February 11, 2014** 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-submittal conference will be held at 114 W. Commerce, San Antonio, TX 78205 in the 9th fl. conference room on Thursday, January 16, 2014 at 10:00 am.

TABLE A - This invitation includes the following Contract Documents:

010	Invitation for Bids and Contract Signature Page	075	Performance Bond
020	Bid Form	076	Payment Bond
025	Unit Pricing Form	081	General Conditions for Construction Contracts
040	Standard Instructions to Respondent	■	Subcontractor/Supplier Utilization Plan
050.01	SBEDA Guidelines	■	Heavy/Hwy Wage Decision
060	Supplemental Conditions		

Plans, Specifications and Special Conditions may be purchased at a cost of **$80.00** per set (tax included) from the office of **RVK Interior Designers Landscape Architects**, 745 E. Mulberry Ave. #601, San Antonio, TX 78212, Phone- (210) 733-3535. No refund will be made for plan sets that are returned. 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 office of **RVK Interior Designers Landscape Architects.** Questions must be in writing and emailed to the consultant. Bidder understands and agrees that bidder is responsible for obtaining addenda and adhering to all requirements in addenda. **Deadline for questions: 10:00 a.m., January 21, 2014.** 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 clearly marked on the outside of the sealed envelope with the due date of bid, bidder name, Project Name and ID NO as follows:

1.)	010	Invitation for Bids and Contract Signature Page	4.)	Bid Bond
2.)	020	Bid Form	5.)	Subcontractor/Supplier Utilization Plan
3.)	025	Unit Pricing Form	6.)	Signed Addenda Acknowledgement Forms

This is a Low Bid Solicitation. It is understood and agreed that the work is to be substantially completed on or before 180 calendar days. This project does not include hazardous environmental work. This project requires 1 project sign.

Respondents must demonstrate commitment to satisfy a twenty-three percent (23%) SBE subcontracting goal and a seventeen percent (17%) MWBE subcontracting. In the absence of a waiver granted by the Small Business Office, failure of a Respondent to commit to satisfying the SBE and MWBE subcontracting goals shall render its response NON-RESPONSIVE.

This is a Public Works Contract and chapter 2258 of the Texas Government Code requires that not less than the prevailing wage rate for work of a similar character in this locality shall be paid all laborers, workmen, and mechanics employed in the construction thereof. The Wage Decision Number **TX140016 01/03/2014 TX16** shall be used on this contract, which is available on the web at http://www.wdol.gov/dba.aspx#0.

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 TABLE A above and the enabling Ordinance and associated documentation that form the entire Contract upon approval by the City Council.

Official Name of Company legal): Harborth Construction, LLC

/ 02-11-2014 Signer's Name: Daniel Harborth

Original Signature of Person Authorized to Sign Bid/Contract Date (Please Print or Type)

CITY OF SAN ANTONIO

Project Name: Beacon Hill Park Phase II
ID NO.: 40-00338
The estimated construction budget for this contract is $403,000

Date Issued: January 6, 2014

020

BID FORM

I. BASE BID

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

Three Hundred Sixteen Thousand Five Hundred Ninety Nine $ 316,599.00

II. ALTERNATES

Amount of each Alternate (if applicable) insert in Numbers:

Additive Alternate #1 – Install three (3) signage nodes complete and in place per construction documents. Each signage node includes 205 sq.ft. of rock salt finish concrete paving and one (1) sign type 2. In addition, install one (1) sign Type 2 at the Children's Park, one (1) trash receptacle and one (1) recycling receptacle at Rosewood Park. Remove four (4) standard park signs.

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

Thirteen Thousand Nine Hundred Two $ 13,902.00

Additive Alternate #2 – Install asphalt treated base trail pavement complete and in place per construction documents. This pavement replaces Base Bid compacted decomposed granite trail and transition ramps.

Total Amount of Bid for Additive Alternate #2 (Insert Amount in Words and Numbers):

Forty Six Thousand Two Hundred Seventy One $ 46,271.00

Additive Alternate #3 – Install complete and in place header curbs, asphalt pavement, removable bollards, area drain inlet, turf soils mix, planting bed soils mix, trees, sod, turf seed, pavement striping, parking curbs and parking signs at the Hildebrand Parcel. Removal of existing aggregate material and grading operations to be included.

Total Amount of Bid for Additive Alternate #3 (Insert Amount in Words and Numbers):

Fifty Six Thousand Ninety Three $ 56,093.00

Additive Alternate #4 – Install water line and quick coupler system complete and in place per construction documents at the parcel north of Lynwood Avenue. The system is to also include a water tap, water meter, valves and a backflow prevention device.

Total Amount of Bid for Additive Alternate #4 (Insert Amount in Words and Numbers):

Twelve Thousand Five Hundred Ninety $ 12,590.00

Additive Alternate #5 – Install complete and in place header curbs, asphalt pavement, removable bollards, turf soils mix, sod, turf seed, concrete driveway and curb ramps at the Hildebrand Parcel. Removal of existing aggregate material, demolition of existing concrete and grading operations to be included.

Total Amount of Bid for Additive Alternate #5 (Insert Amount in Words and Numbers):

Eleven Thousand Six Hundred Eighty Five $ 11,685.00

Harborth Construction LLC
Official Name of Company (legal)

361-494-8629
Telephone No.

580 FM 882
Address

512-582-8518
Fax No.

Kenedy, TX 78119
City, State and Zip Code

DHarborth2000@gmail.com
E-mail Address

Name of the proposed **Project Manager:** Daniel Harborth

Name of the proposed **Site Superintendent:** Christopher Harborth

CITY OF SAN ANTONIO
025 UNIT PRICING FORM

PROJECT NAME: Beacon Hill Park, Phase II
PROJECT NO.40-00338

ITEM NO.	BID ITEM DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE
	The City only will accept bid pricing to the hundredths. Any pricing extended out to three decimal points will be truncated to two decimal points in the City's favor.		
1	Sawcut asphalt removal and disposal	C.Y.	$28.00
2	Sawcut concrete sidewalk removal and disposal	S.Y.	$30.00
3	Sawcut concrete curb removal and disposal	S.Y.	$30.00
4	Excavation for Project Improvements	C.Y.	$27.00
5	Excavation for paving and subgrade preparation (7" depth)	S.Y	$15.00
6	Flexible base material (3" compacted depth)	S.Y	$28.00
7	Sub Base and Base material	C.Y.	$68.00
	Standard Asphalt Pavement (Including Type D Asphalt, Base and Subbase)		
8		S.Y	$80.00
9	Asphalt Pavement patching	S.Y	$40.00
10	Thickened Asphalt Pavement	S.Y	$40.00
11	Standard Street Curb and Gutter	LF.	$35.00
12	Header Curb	L.F	$28.00
13	Standard Concrete Sidewalk	S.Y	$60.00
14	Concrete flatwork with rock salt finish (5" depth plus beams)	S.Y.	$70.00
15	Poured in Place rubber playground surfacing at swing set	S.F.	$23.55
16	Precast concrete unit paving over geotextile	S.F.	$40.00
17	Concrete curb edging adjacent precast unit paving	L.F.	$28.00
18	Decomposed Granite Trail (6' wide trail)	10 L.F.	$3,800.00
19	Asphalt Treated Base Trail with decomposed granite (6' wide trail)	10 L.F.	$4,600.00
20	Sidewalk Drain	EACH	500.00
21	Picnic unit with concrete tables and grill plus concrete slab and beams	EACH	8,000.00
22	Wood Post and Cable Barrier	15 L.F.	180.00
23	Removable Bollards	EACH	1,000.00
24	Permanent bollards	EACH	1,000.00
25	Sign Type 1	EACH	3,500.00

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Harborth Construction, LLC as Principal, and **Philadelphia Indemnity Insurance Company** as Surety, are held and firmly bound unto The City of San Antonio, TX, as Obligee, in the full and just sum of Five Percent of the Greatest Amount Bid ($5% G.A.B.) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is hereby submitting its proposal for:

Beacon Hill Park Phase II - #40-00338

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise, the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered February 11, 2014.

Harborth Construction, LLC
PRINCIPAL

By: _____

Philadelphia Indemnity Insurance Company

By: _____ (SEAL)
JAMES K. SWINDLE, ATTORNEY-IN-FACT

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **James K. Swindle of James K. Swindle DBA Alamo Surety Bonds**.

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$7,500,000.00**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DANIELLE PORATH, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires March 22, 2016

Notary Public:

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of February 2014

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CITY OF SAN ANTONIO
TRANSPORATION & CAPITAL IMPROVEMENTS
CONTRACT SERVICES DIVISION

RECEIPT OF ADDENDUM NUMBER(S) 1 IS HEREBY ACKNOWLEDGED FOR PLANS AND SPECIFICATIONS FOR **BEACON HILL PARK PHASE II** FOR WHICH BIDS WILL BE OPENED ON **FEBRUARY 11, 2014.**

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

Company Name: Harborth Construction LLC

Address: 580 FM 882

City/State/Zip Code: Kenedy, TX 78119

Date: 02-11-2014

Signature

Daniel Harborth, Managing Member
Print Name/Title

CITY OF SAN ANTONIO
DEPARTMENT OF CAPITAL IMPROVEMENTS MANAGEMENT SERVICES
CONTRACT SERVICES DIVISION

RECEIPT OF ADDENDUM NUMBER(S) 2 IS HEREBY ACKNOWLEDGED FOR PLANS AND SPECIFICATIONS FOR **BEACON HILL PARK PHASE II** FOR WHICH BIDS WILL BE OPENED ON **February 11, 2014**

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

Company Name: Harborth Construction LLC

Address: 580 FM 882

City/State/Zip Code: Kenedy, TX 78119

Date: 02-11-2014

Signature

Daniel Harborth, Managing Member
Print Name/Title

CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT DEPARTMENT

CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: ***Beacon Hill Park Phase II***

RESPONDENT NAME: Harborth Construction LLC

SOLICITATION API: ***Small Business Enterprise (SBE) AND Minority / Women-Owned Business Enterprise (M/WBE) Subcontracting Programs***

API REQUIREMENTS: Respondents must demonstrate commitment to satisfy a **twenty-three percent (23%) SBE subcontracting goal and a seventeen percent (17%) M/WBE subcontracting goal.** Self-performance by SBE and/or M/WBE prime respondents does not count towards these subcontracting goals. **Commitment to meet subcontracting requirements must be demonstrated by writing the company name and SAePS vendor number of each subcontractor/supplier**.** In the absence of a waiver granted by the Small Business Office, failure of a Respondent to commit to satisfying the SBE and M/WBE subcontracting goals shall render its response NON-RESPONSIVE. **To qualify as an M/WBE pursuant to the SBEDA Ordinance, a vendor must also be an SBE; thus, participation of a qualifying M/WBE subcontractor will also count toward meeting an SBE subcontracting goal.**

S/M/WBEs must be certified with the South Central Texas Regional Certification Agency (SCTRCA) **and** be headquartered or have Significant Business Presence in the San Antonio Metropolitan Statistical Area to satisfy the above-stated goals. For further clarification, please contact Catherine Olukotun at (210) 207-8088.

Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime: Daniel Harborth SAePS Vendor #: 10018883	$ 237,680.17	77% %	SCTRCA #:	91356

List ALL subcontractors/suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

Sub: Z+L Concrete Contractors, INC SAePS Vendor #: 10021462	$ Still waiting on quotes Have E-mail Transactions	≈ 5 %	SCTRCA #:	CONSTR CONCRETE NEW 91430
Sub: D. Plata Construction SAePS Vendor #: 10021676	$ still waiting on quotes Have E-mail Transactions	≈ 18 %	SCTRCA #:	91223
Sub: Classic Paving Trends SAePS Vendor #: 10016876	$ 6,100.00	≈ 2 %	SCTRCA #: 213068829	
Sub: SAePS Vendor #:	$	%	SCTRCA #:	
Sub: SAePS Vendor #:	$	%	SCTRCA #:	

***** Prime respondent and all subcontractors/suppliers must be registered in the City of San Antonio Electronic Procurement System (SAePS). To learn more about how to register, please call (210) 207-0118 or visit http://www.sanantonio.gov/purchasing/saeps.aspx.***

Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	

A.Total Prime Participation:	$	%	*A. Total base bid amount to be kept by prime.*
B.Total Sub Participation:	$	%	*B. Total amount prime will pay to certified and non-certified subcontractors/suppliers*
C.Total Certified Sub Participation:	$	%	*C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above*
D.Total Prime & Sub Participation*:	$	%	*D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)*

If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Print Name: Daniel Harborth **Sign:** _____ **Title:** Managing Member

Date: 02-11-2014

****

FOR CITY USE

Action Taken: **Approved**_____ **Denied**_____ _____

ASSISTANT DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

Version 09/04/13

DATE: January 13, 2014

ADDENDUM NO: 1

PROJECT NO: 40-00338

OWNER: City of San Antonio

PROJECT: Beacon Hill Park Phase II

This Addendum generally is separated into Sections for convenience; however, all contractors, subcontractors, material men, and all other parties shall be responsible for reading this 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. The Addendum forms a part of the Contract Documents, modifying and superseding where it is inconsistent with them. All other conditions of the Contract Documents remain unchanged.

ITEM NO. 1 "040 STANDARD INSTRUCTIONS TO RESPONDENT"

On January 6, 2014 this solicitation was advertised. The Conflict of Interest Questionnaire Form (CIQ) link has been revised on January 9, 2014 http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf. Refer to the attached modified document.

040

STANDARD INSTRUCTIONS TO RESPONDENT

Read Carefully

1. STANDARD TERMS AND CONDITIONS

1.1 By submitting this offer, the Respondent:

(a) Affirms that it is duly authorized to execute the proposed contract, that this company, corporation, firm, partnership or individual has not prepared this offer in collusion with any other Respondent, and that the contents of this offer, as to prices, terms or conditions of said offer, have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the public offer opening or official award of this contract, as applicable.

(b) Represents, to the best of its knowledge, it is not indebted to the City of San Antonio hereafter referred to as "City".. Indebtedness to City may be basis for non-award and/or cancellation of any award.

(c) Agrees to comply with City Ordinance Number 2008-11-20-1045 concerning Wage and Hour Labor Standard Provisions for City of San Antonio Construction Projects (amending City Ordinance Number 71312).

(d) Agrees to comply with overtime regulations and pay workers the prevailing wage rate as listed in the wage decision noted on the Invitation for Bids and Contract Form 010 or Invitation for Competitive Sealed Proposals Form 011 specific to the solicitation. The Wage Decision is subject to change by addendum to the Invitation for Sealed Bids or Invitation for Competitive Sealed Proposals (hereafter referred to as the "solicitation") The DBA wage decision number specific to the solicitation is available on the web at http://www.wdol.gov/dba.aspx#0.

1.2 Respondents are required to submit their offers upon the following expressed conditions:

(a) Respondents thoroughly shall examine the drawings, specifications, schedule(s), instructions and all other contract documents.

(b) Respondents shall make all investigations necessary to thoroughly inform themselves of conditions at the Project site, the Specifications, the Plans and any Addenda to the Specifications and/or Plans issued. No plea of ignorance by Respondent of conditions which exist or may hereafter exist as a result of failure or omission on the part of the Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of City or the compensation to the vendor.

(c) Respondents are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any offer, after being opened, becomes subject to the Open Information Act, V.T.C.A. Government Code Chapter 552 Therefore, vendors clearly must indicate any portion of the submitted offer which the vendor claims is not subject to public inspection under the Open Information Act.

(d) No officer or employee of City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to City of any materials, supplies or services, except on behalf of City as an officer or employee. This prohibition extends to City Public Service Board, San Antonio Water System and all City boards and commissions, other than those which are purely advisory. In this instance, a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

1.3 For federally funded projects, the Respondent certifies the following:

(a) That it does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that it does not and will not permit its employees to perform services at any location, under its control where segregated facilities are maintained.

(b) In accordance with the guidelines below, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency OR where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this offer.

GUIDELINES FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this offer, the prospective lower tier participant is providing the certification set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to the person to which this offer is submitted if, at any time, the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. The person to whom this offer is submitted may be contacted for assistance in obtaining a copy of those regulations.

4. The prospective lower tier participant agrees by submitting this offer that, should the proposed covered transaction be entered into, it knowingly shall not enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. The prospective lower tier participant further agrees, by submitting this offer, that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. DISCREPANCIES AND INTERPRETATION

(a) Prospective Respondents shall notify Consultant and City in writing at minimum eleven (11) calendar days prior to scheduled submittal deadline if discrepancies and ambiguities or omissions are found in the Project Plans and/or Specifications, or if further information or interpretation is desired.

(b) Answers by Consultant and/or City will be given in writing to all prospective Respondents in Addendum form. All provisions and requirements of such addenda will supersede or modify affected portions of the Project Plans and/or Specifications. All addenda will be incorporated in and bound with the Contract Documents. No other explanation or interpretation will be considered official or binding upon the City.

3. PREPARATION OF BIDS

Offers will be prepared in accordance with the following:

(a) All information required by the invitation for offers shall be furnished or the bid may be deemed non-responsive.

(b) Respondent shall complete the "020 Bid Form for 020 Proposal Form" and include the completed form in City's solicitation documents. Failure to complete and submit this form may render Respondent's proposal nonresponsive.

(c) If applicable, Respondents shall submit unit pricing either on the forms provided by the City or its Consultant or submit an original computer printout sheet bearing certification by and signature for the offering firm. The unit prices shown on acceptable printouts will be unit prices used to tabulate the offer and used in the contract if awarded by City. As a minimum, computer printouts must contain the information and in the arrangement shown on the 025 Unit Pricing form included in City's solicitation documents. Proposals with unit prices by computer printout may be considered nonresponsive if:

1. The proposal does not bear the certification verbatim, as shown on the example in the City's solicitation documents.

2. The computer printout is not signed in the name of the firm to whom the proposal was issued.

3. The computer printout omits or alters required offer items or includes items not shown in the City's solicitation documents or specifications.

If the proposal submitted by Respondent contains both the form furnished by City, completed according to the instructions, and also a computer printout, completed according to the instructions, only one will be considered. In such a situation, the offer prices shown on the computer printout will be used to determine the offer.

(d) Respondents shall submit a unit price for each Work element pay item for which an offer is requested, except in the case of an alternate. In such a case, the procedure is as follows:

1. Additive Alternate: In the case of Additive Alternates, unit prices must be submitted for the base offer and the items in all proposed additive alternates separately.

2. Substitute Alternate: In the case of a Substitute Alternate (these alternates appear in sets of two or more related alternates), unit prices must be submitted for all the items in the base offer separately and for all the items in one of the related substitute alternates in each set.

(e) Where there is an error in extension of price, the unit price shall govern.

(f) If a Respondent detects an error in quantities on the specifications or solicitation documents, unit price shall govern. Respondent shall notify City of such error by indicating in the comments section of the bid/pricing form or beside the item on City's proposal form or computer printout referenced in 3. (e) above. Respondent should not attempt to correct the error by inflating unit pricing.

(g) In the event additional or extra blank spaces remain after completion of the various forms, Contractor shall enter the terms "none" or "not applicable" on any remaining blank spaces as an indication that the Contractor has considered City requests for information on every line presented. Any blank unit prices will be tabulated and evaluated as "no cost" to the City.

(h) The combined total offers, for Mobilization and Preparing Right-of-Way shall not exceed fifteen percent (15%) of the total project offer. The 15% allowed for Mobilization and Preparing Right-of-Way will be calculated based upon the total of all offer components. An offer containing a combined total for Mobilization and Preparing Right-of-Way in excess of fifteen (15%) percent may be considered unbalanced and may be rejected.

(i) The unit price shall be inserted on the 025 Unit Pricing Form in the "UNIT BID PRICE" column. Extensions, which are the unit prices multiplied by the approximate quantities for each item, shall be inserted in figures in the amount column. Offers shall be submitted only on City's 025 Unit Pricing Form or approved computer printout sheets. Offers not so submitted will be considered nonresponsive. Conditional offers or unbalanced offers will be considered nonresponsive.

(j) Separated Contract: This project will be offer as a "separated contract", in accordance with a recent amendment to section 151.311 of the tax code, in order for the contractor to claim a tax exemption on the contract price of materials.

4. SUBMISSION OF OFFERS

(a) Respondent's Offer shall be enclosed in a sealed envelope addressed to the **City Clerk, City of San Antonio, 100 Military Plaza, San Antonio, Texas,** as set forth in the Invitation for Bid (IFB) or Invitation for Competitive Sealed Proposals (IFCSP). The name and address of Respondent, the date and hour of the offer/bid opening and the title of the offer solicitation shall be placed on the outside of the envelope.

(b) Information and solicitation documents are obtainable from the Consultant as set forth in the published IFB/IFCSP. Solicitation documents also are on file in the Office of Plans and Records, 10th Floor, Municipal Plaza Building, 114 W. Commerce, or online at the following web address: http://epay.sanantonio.gov/RFPListings/RFPList.aspx

(c) Offers must be submitted on the forms furnished. Offers, however, may be modified, provided such modifications are sealed and received by the City Clerk prior to the submission deadline.

(d) By submittal of this offer, Respondent certifies to the best of its knowledge that all information is true and correct.

(e) Every manufacturer, supplier, vendor, contractor and others interested in doing business with the City of San Antonio **MUST FIRST** register with the City by using the City of San Antonio's **Vendor Registration Website:** http://www.sanantonio.gov/purchasing/SAePS.aspx.

For assistance, in registration call Vendor Support at (210) 207-0118 or via e-mail at vendors@sanantonio.gov.

If Respondent submitting a bid is not registered in the City's Vendor Registration, the submitted bid will may be rejected.

5. REJECTION OF OFFERS

(a) City may reject an offer if:

1. Respondent misstates or conceals any material fact in the offer; or
2. The offer does not strictly conform to law or the requirements of the offer;
3. The offer is conditional.
4. Respondent is deemed by the City to be unqualified.
5. Respondent has exceeded its bonding capacity.
6. The offer is unbalanced.
7. Subcontractor/Supplier Utilization Plan is not submitted with bid, if applicable.
8. Respondent fails to register in the City's Vendor Registration system.

(b) In the event that a Respondent is or subsequently becomes delinquent in the payment of its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the offer or, if awarded the offer, for cancellation of the contract. City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Respondent as a result of such contract.

(c) City may reject all offers, whenever it is deemed in the best interest of City to do so, and may reject any part of an offer unless the offer has been qualified as provided in 5(a) 3 above.

(d) City, at its sole discretion also may waive any minor informalities or irregularities in any offer, to include failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

6. WITHDRAWAL OF OFFERS

Offers may not be withdrawn after the time set for the offer opening, unless approved by City.

7. LATE OFFERS OR MODIFICATIONS

(a) Offers and modifications received after the time set for the offer opening (solicitation deadline) will not be considered.

(b) Proposal amounts may not be amended or modified in any manner after the Solicitation Deadline in the published IFB/IFCSP, except as hereinafter provided.

(c) City will perform a cursory review to determine if the offers are complete as to required contents, in proper form and are properly signed. An offer that is obviously defective will not be read aloud at the bid/offer opening, nor will the offer prices included therein be publicly revealed. If a minor clerical error or omission is discovered and classified by City as a technicality which the City of San Antonio has reserved the right to waive, or applicable law allows City a right to waive, Respondent's representative shall have the opportunity to make the appropriate correction.

8. PROPOSAL GUARANTY:

(a) Each Offer Proposal must be accompanied by an original Bid/Offer/Proposal Bond issued by a corporate surety company licensed to conduct business in the State of Texas, in the amount of not less than five percent (5%) of the greatest total amount of the Offer/Bid/Proposal, payable without recourse to the order of the City of San Antonio, Texas. These forms of security will serve as a guarantee that, if awarded the Contract, the Respondent will promptly enter into Agreement with City as required by the Contract Documents and execute Performance and Payment Bonds on City forms provided.

(b) Termination of Offer: No Offer shall be withdrawn or terminated by Respondent without consent of City for a period of ninety (90) calendar days after the solicitation deadline.

(c) Should the successful Respondent fail to execute the Contract and Bonds and provide the required insurance within twenty (20) calendar days after the date of transmittal of the Contract Documents by City to Contractor, said Proposal Guaranty shall become the property of City, not as a penalty, but as liquidated delay and administrative damages suffered by City as a result of the successful Respondent failing to enter into the awarded City Contract.

(d) Proposal guarantees of the first-, second- and third-ranked respondents (for IFCSP) or first-, second- and third-lowest bidders (for IFB) will be retained until after the Contract Agreement and Bonds have been executed.

9. QUALIFICATIONS OF RESPONDENT:

(a) City or its agents may make such investigations as it deems necessary to determine the ability and responsibility of Respondent to perform the Work. Respondent shall furnish to City reasonable information and data for this purpose as City may reasonably request. City reserves the right to reject any offer if the evidence submitted by, or investigation of, such Respondent fails to satisfy City that such Respondent is responsible to carry out the obligations of the Contract and to complete the Work contemplated therein.

(b) City has implemented a Contractor performance evaluation system. The evaluation will cover accomplishment of the Project with adequate manpower; ability to meet schedule; adequacy of materials and equipment; citizen complaint response; adjacent-to-project property owner relations; and attendance at public project meetings. Contractor's evaluation history also may be used by City Staff as a basis for recommendations of award to the City Council.

10. AWARD OF CONTRACT

(a) For Invitation for Bids, the contract will be awarded to the lowest responsible Respondent whose offer, conforming to the Invitation for Bids, is most advantageous to City.

(b) For Invitation for Competitive Sealed Proposals, the contract will be awarded to the Respondent whose offer, conforming to the Invitation for Competitive Sealed Proposals, is most advantageous to City.

(c) **A written award of acceptance (manifested by a City Ordinance) and appropriation (evidenced by Purchase Order) mailed or otherwise furnished to the successful Respondent results in a binding contract without further action by either party.**

(d) Breaking of tie offers shall be in accordance with V.T.C.A. Local Government Code § 271.901.

(e) City reserves the right to accept any items or groups of items on this offer, unless Respondent qualifies his/her offers by specific limitations (Re: Par. 5(a) (3) above).

(g) Although the information furnished to Respondents specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities offer in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of City.

(h) Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons or their agents, who seek to contract for the sale or purchase of property, goods or services with City, shall file a completed conflict of interest questionnaire with City Clerk not later than the seventh (7th) business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals, offers, correspondence, or another writing related to a potential agreement with City. The conflict of interest questionnaire form CIQ-A is available from the Texas Ethics Commission at http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf. Completed conflict of interest questionnaires may delivered by hand to the Office of the City Clerk at City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Completed conflict of interest questionnaires may be mailed to the Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk,. Please consult your own legal advisor if you have questions regarding the statute or form.

11. SITE INVESTIGATION

(a) The submittal of an Offer by Respondent shall constitute an admission that Respondent has fully examined the location of the proposed Work and the requirements of the Work. Respondent shall be familiar with all of the Contract Documents and other City instructions including Respondent's ability to submit inquiries to City and Design Consultant before submitting an Offer so that no Contractor misunderstanding shall exist regarding the nature and character of the Work to be performed. No allowance will be made by City for any Respondent claim that the Offer/Proposal/Bid is based upon incomplete information as to the nature and character of the site or the Work involved.

(b) After investigating the Project site and comparing the Plans and Specifications and other Contract Documents with the existing conditions, the prospective Respondent immediately should notify Consultant of any conditions for which the requirements of labor and materials are not clear, and pose any question regarding the quantity and extent of the Work involved. Respondent inquiry notifications to City and/or Consultant must be made in writing at least eleven (11) calendar days prior to the scheduled solicitation deadline.

(c) It is understood and acknowledged by Respondent that full and complete allowance for conditions under which the Contractor will be required to perform construction, or that will in any manner affect Work under this Contract, are included in the Respondent's Proposal and reflected in the proposed Contract sum. If a soils investigation was conducted as a potential aid to the Consultant in preparation of the Contract Plans and Specifications, this information is available to prospective respondents for review at the Project Consultant's office and is non-refundable. Copies may be purchased from the Consultant. THIS INFORMATION IS AVAILABLE TO PROSPECTIVE RESPONDENTS WITHOUT EXPRESS OR IMPLIED REPRESENTATION, ASSURANCE, WARRANTY OR GUARANTEE BY CITY OR CONSULTANT THAT IT IS COMPLETE OR CORRECT OR THAT IT REPRESENTS A TRUE, OR APPROXIMATELY TRUE, PICTURE OF THE SUB-SURFACE CONDITIONS TO BE ENCOUNTERED ACROSS THE PROPOSED WORK SITE. THIS INFORMATION IS SPECIFICALLY NOT PART OF THE CONTRACT DOCUMENTS. Before submitting its Offer, each Respondent may, at Respondent's own expense, make reasonable work site investigations and tests as the Respondent may deem necessary to determine his Offer for performance of the Work in accordance with the Contract Documents. Access for such investigations and tests must be reasonably coordinated with the City.

12. RESTRICTION ON COMMUNICATION

Respondents are prohibited from communicating with City staff and City officials regarding this solicitation with the following exceptions:

(a) Questions or other communication at the pre-submittal conference are allowed.

(b) Written questions and comments concerning this solicitation shall be sent to the consultant (see address for purchasing plans and specifications on the IFB or IFCSP) and a copy to the City's Plans and Records Office at 114 W. Commerce St., 10th floor, Municipal Plaza Building, San Antonio, TX 78205. These questions must be received no later than eleven (11) calendar days prior to submittal deadline.

(c) For assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form *(refer to form 050.01 Small Business Economic Development Advocacy SBEDA Guidelines for a point of contact).* Contact in regard to Small Business Economic Development Advocacy (SBEDA) Program policy after submittal closing date is not permitted.

Answers by Consultant and/or City will be given in writing to all prospective Respondents in Addendum form. All provisions and requirements of such addenda will supersede or modify affected portions of the Project Plans and/or Specifications. All addenda will be incorporated in and bound with the Contract documents. No other explanation or interpretation will be considered official or binding upon the City. All addenda will be posted on the City's website with this solicitation. It is respondent's responsibility to obtain addenda.

Violation of this provision by Respondent or his or her agent may lead to disqualification of its offer from consideration.

instructions (1)

Respondent's Offer shall be enclosed in a sealed envelope addressed to the City Clerk, City of San

Antonio, 100 Military Plaza, San Antonio, Texas, as set forth in the Invitation for Bid (IFB) or

Invitation for Competitive Sealed Proposals (IFCSP). The name and address of Respondent, the date and

hour of the offer/bid opening and the title of the offer solicitation shall be placed on the outside of the

envelope.

RVK

ADDENDUM

Project:	Beacon Hill Linear Park II San Antonio, Texas	Addendum No:	02
Owner:	City of San Antonio CIMS 114 W. Commerce, 4th Floor San Antonio, Texas	Date of Issuance:	01/23/2014
Architect:	RVK, Inc. 745 E. Mulberry, Suite 601 San Antonio, TX 78212	RVK Project No.:	11056.J

This addendum is hereby made a part of the construction documents to the same extent as though it were originally included therein. This addendum shall take precedence over the original construction documents where its provisions apply.

QUESTIONS AND ANSWERS

1. Question: Are there solar lights still in the project?
   Answer: No.

2. Question: Who is the manufacturer of the metal benches?
   Answer: The City/Owner will supply and ship the metal benches. Contractor is to coordinate order and install the benches.

3. Question: What is the square footage of the play surfacing area?
   Answer: Please refer to the plans and specifications for this information.

4. Question: Will the SAWS Impact Fees be part of the Base Bid? And how are bidders to know these fees?
5. *Answer: Yes, the Impact Fees shall be included in the Base Bid. Please refer to the SAWS website to find the amount of fees.*

6. Question: Where are the free plan rooms located?
   Answer: Digital copies of the plans and specifications have been uploaded to the iSqFt, Builder's Exchange, Dodge Plan Room, AGC and Amtek websites.

7. Question: Will the City conduct the Materials testing?
   Answer: The City will be contracting the testing of materials through our Materials Testing On-call Contracts; Contractor will be responsible for any costs associated with re-testing due to material failures, failed special inspection reports or from lack of proper notification due to poor condition of work.

Continued on next page

REGISTERED LANDSCAPE ARCHITECT
LARRY A. HICKS
910
STATE OF TEXAS
1/27/2014

Attachments: "A" and "B", 8-1/2" x 11"

Issued by:
Larry A. Hicks, RLA, ASLA
Principal

8. In Section 016000 Product Requirements Part 3 Execution 3.01 Substitution Procedures A, Instructions to Bidders, specify time restrictions for submitting requests for substitutions during the bidding period. There is nothing in the Instructions to Bidders regarding substitutions. What is the time restriction to submit for prior approval?
Answer: Submittals requesting approval of product substitution must be received at RVK offices by 12:00 p.m. (noon) CST on Wednesday, February 5, 2014. All prospective bidders are encouraged to bid the project per the construction documents including all specified materials, manufacturers and alternate manufacturers as listed.

9. Is there an irrigation system?
Answer: All plantings to receive temporary irrigation. Please refer to Sheets L3.0, L3.0A and L3.1 and specifications for the permanent quick coupler system. Water meter information is indicated on the civil sheets.

10. Is there an existing park or is it open space:
Answer: The parcels included within the Scope of Work are currently open space and once complete will serve as the extension of the Beacon Hill Linear Park Phase One.

CLARIFICATIONS

PRE BID MEETING MINUTES

1.1 Refer to Attachment "A", 2 pages

FORMAL INVITATION FOR BIDS (IFB) AND CONTRACT

1.2 INSERT and utilize the Addendum Acknowledgment Form. Refer to Attachment "B", 1 page. Submit the form signed and dated with the bid proposal package indicating receipt of the number of addendums received.

PROJECT MANUAL

SECTION 00 01 15 LIST OF DRAWINGS

1.3 ADD sheet "C5.4 – DIMENSIONAL CONTROL PLAN ALTERNATES 3 & 5" to the list of drawings.

1.4 ADD sheet "C6.4 – GRADING PLAN ALTERNATES 3 & 5" to the list of drawings

SECTION 12 93 10 SITE FURNISHINGS

1.5 REVISE 2.01.A from "Refer to drawings for site furniture schedule" to "Refer to drawings for site furniture locations."

1.6 ADD 2.01.G "Barbecue Grill: Pilot Rock No. A – 20B2 as manufactured by R.J. Thomas Manufacturing Company, Inc., Box 946, Cherokee, Iowa 51012, 1-800-762-5003. No substitution allowed for this product."

End of Addendum No. 2

ADDENDUM 02, ATTACHMENT "A"

RVK

BEACON HILL LINEAR PARK PHASE II
PRE-BID CONFERENCE
11056.J

DATE: January 16, 2014

LOCATION: Transportation and Capital Improvements, Municipal Plaza Building, 9th Floor

PURPOSE: Pre-Bid Meeting

ATTENDING: Refer to attached Sign-in Sheet

1. Ms. Nunez stated that each is bidder is to be aware of the underground culvert and inlets. Each bidder is to study the plans carefully.
2. Ms. Nunez stated that the base bid scope of work includes the trail and other items. The SAWS Impact Fees are to be included in the Base Bid.
3. Ms. Nunez stated that the parcel south of Hildebrand is a high profile area and the awarded Contractor will be asked to work closely with the City team and the RVK team during construction.
4. Ms. Salmon stated that a forty foot wide subgrade culvert runs throughout the park and is generally located on the plans. The top of the culvert sits generally 30" below the finish grade, even running below the streets.
5. Ms. Salmon stated that tree preservation is included within the scope of work.
6. Ms. Salmon stated that the base bid scope of work includes a decomposed granite trail.
7. Ms. Salmon stated that the solar lights have been removed from the scope of work.
8. Ms. Salmon stated that the contractor will need to coordinate lane closures when building the mid-block crossings.
9. Ms. Salmon stated that the meter sizes will be listed on the civil plan sheets. To estimate the impact fees, Bidders are to visit the SAWS website.
10. Ms. Salmon handed out contact cards to attendees. Questions are to be sent to Ms. Salmon.
11. Questions raised include the following, with responses included within a later issue of Addendum No. 2:
    a. Will the Impact Fees be part of the Base Bid?
    b. Is there an irrigation system?
    c. Will the City conduct the materials testing?
    d. Is there an existing park or is it open space?

The above minutes are RVK's interpretation of items discussed during this meeting. If you disagree with any of these items, please revise and return to RVK for consideration. Thank you.

Prepared by:

Desiree Salmon, RLA
Senior Associate, Landscape Architecture

Attachments: Sign-in Sheet

H:\2011\11056J Beacon Hill LP Phase 2\Meeting Minutes all Phases\REBID Pre-Bid meeting Jan 16 2014.doc

PRE-BID MEETING

CITY OF SAN ANTONIO
CAPITAL IMPROVEMENTS MANAGEMENT SERVICES

January 16, 2014

BEACON HILL PARK PHASE II - #4000338

NAME	ORGANIZATION	PHONE	EMAIL
Ryan Klekar	RamRoc	210-226-4828	rklekar@ramrocconstruction.com
JOE CUCOLO	ABECO	210 231-8324	JOE@ABECOCONTRACTING.COM
Thomas Gonzalez	TCI schedules	207-1378	cims.schedules@sanantonio.gov
Carlos Gonzalez	Crown Hill Building	344-0297	Renee@chb.inc.net
JEFF RAMOS	CAZADORES CONST.	673-3513	JCR.CAZADORESCONST@SBCGLOBAL.NET
Manuel Garcia	TCI Contracts	207-7872	manuel.g.garcia@sanantonio.gov
David Rios	TCI - Small Business	207-1339	david.rios@sanantonio.gov
Alma Nuñez	TCI - Vertical	207-6123	alma.nunez@sanantonio.gov
DESIREE SALMON	RVK	733-3535	desiree.salmon@rvk-architects.com

CITY OF SAN ANTONIO

Issued By: CIMS Department | **Date Issued: January 6, 2014**
ID NO.: 40-00338 | **Page 1 of 1**

FORMAL INVITATION FOR BIDS (IFB) and CONTRACT
Beacon Hill Park Phase II - #40-00338

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, February 11, 2014** 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-submittal conference will be held at 114 W. Commerce, San Antonio, TX 78205 in the 9th fl. conference room on Thursday, January 16, 2014 at 10:00 am.

TABLE A - This invitation includes the following Contract Documents:

010	Invitation for Bids and Contract Signature Page	075	Performance Bond
020	Bid Form	076	Payment Bond
025	Unit Pricing Form	081	General Conditions for Construction Contracts
040	Standard Instructions to Respondent	▪	Subcontractor/Supplier Utilization Plan
050.01	SBEDA Guidelines	▪	Heavy/Hwy Wage Decision
060	Supplemental Conditions		

Plans, Specifications and Special Conditions may be purchased at a cost of **$80.00** per set (tax included) from the office of **RVK Interior Designers Landscape Architects**, 745 E. Mulberry Ave. #601, San Antonio, TX 78212, Phone- (210) 733-3535. No refund will be made for plan sets that are returned. 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 office of **RVK Interior Designers Landscape Architects**. Questions must be in writing and emailed to the consultant. Bidder understands and agrees that bidder is responsible for obtaining addenda and adhering to all requirements in addenda. **Deadline for questions: 10:00 a.m., January 21, 2014.** 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 clearly marked on the outside of the sealed envelope with the due date of bid, bidder name, Project Name and ID NO as follows:

1.)	010	Invitation for Bids and Contract Signature Page	4.)	Bid Bond
2.)	020	Bid Form	5.)	Subcontractor/Supplier Utilization Plan
3.)	025	Unit Pricing Form	6.)	Signed Addenda Acknowledgement Forms

This is a Low Bid Solicitation. It is understood and agreed that the work is to be substantially completed on or before 180 calendar days. This project does not include hazardous environmental work. This project requires 1 project sign.

Respondents must demonstrate commitment to satisfy a twenty-three percent (23%) SBE subcontracting goal and a seventeen percent (17%) MWBE subcontracting. In the absence of a waiver granted by the Small Business Office, failure of a Respondent to commit to satisfying the SBE and MWBE subcontracting goals shall render its response NON-RESPONSIVE.

This is a Public Works Contract and chapter 2258 of the Texas Government Code requires that not less than the prevailing wage rate for work of a similar character in this locality shall be paid all laborers, workmen, and mechanics employed in the construction thereof. The Wage Decision Number **TX140016 01/03/2014 TX16** shall be used on this contract, which is available on the web at http://www.wdol.gov/dba.aspx#0.

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 TABLE A above and the enabling Ordinance and associated documentation that form the entire Contract upon approval by the City Council.

Official Name of Company legal): Harborth Construction, LLC

/ 02-11-2014 Signer's Name: Daniel Harborth

Original Signature of Person Authorized to Sign Bid/Contract | Date | (Please Print or Type)