LOC/fpr
4/9/15
Item No. 7

AN ORDINANCE 2015-04-09-0276

ACCEPTING THE BID FROM UNITED RESTORATION AND PRESERVATION, INC. TO REPLACE JOINT SEAL, APPLY A NEW DECK COATING AND STRIPES AND NUMBERS ON THE FIFTH LEVEL OF THE SAN ANTONIO INTERNATIONAL AIRPORT'S LONG TERM PARKING GARAGE IN AN AMOUNT NOT TO EXCEED $749,875.33, FUNDED WITH THE FY 2015 AVIATION OPERATION AND MAINTENANCE FUND.

* * * * *

WHEREAS, a bid was submitted to replace joint seal, apply a new deck coating and stripes and numbers on the fifth level of the San Antonio International Airport's long term parking garage; and

WHEREAS, the low bid was submitted by United Restoration and Preservation, Inc. for a total cost of $749,875.33; **NOW THEREFORE:**

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

SECTION 1. The bid submitted by United Restoration and Preservation, Inc. to replace joint seal, apply a new deck coating and stripes and numbers on the fifth level of the San Antonio International Airport's Long Term Parking Garage for a total cost of $749,875.33 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. Attached hereto and incorporated herein for all purposes as **Exhibit I** are the bid tabulation sheet and bid.

SECTION 2. Funding in the amount of $749,875.33 for this ordinance is available for Fund 51001000, Cost Center 3305040006 and General Ledger 5204050, as part of the Fiscal Year 2015 Budget.

SECTION 3. Payment not to exceed the budgeted amount is authorized to United Restoration and Preservation, Inc. and should be encumbered with a purchase order.

SECTION 4. 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 5. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

PASSED and APPROVED this 9th day of April, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	7
Date:	04/09/2015
Time:	10:50:29 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the bid from United Restoration and Preservation, Inc. to replace joint seal, apply a new deck coating and stripes and numbers on the fifth level of the San Antonio International Airport's Long Term Parking Garage in an amount not to exceed $749,875.33, funded with the FY 2015 Aviation Operation and Maintenance Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				x
Alan Warrick	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				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

City of San Antonio Bid Tabulation

Opened: January 9, 2015

For: Aviation - Deck Coating and Joint Sealing System in Long Term Parking Garage at SAIA.

6100005341 MB

Item	Description	Quantity	LOCAL	NON LOCAL	NON LOCAL	NON LOCAL	NON LOCAL Bid# 1
			United Restoration & Preservation, Inc 4731 Whirlwind SAN ANTONIO TX 78217 Phone: (210) 818-0523	Alpha Insulation & Waterproofing, Inc 1649 Universal City Blvd., Suite 101 UNIVERSAL CITY TX 78148	American Restoration, Inc 2002 West Kirby Street WYLIE TX 75098	Pavecon, LTD 4211 Todd Lane, Suite I AUSTIN TX 78744	Restek, Inc 12209 Twin Creek Rd, Unit I MANCHACA TX 78652
1	Joint Sealing System – Garage, as specified.	1					
	Unit Cost		$42,583.33	$54,202.00	$68,765.00	$52,880.00	$50,000.00
	Total Cost		$42,583.33	$54,202.00	$68,765.00	$52,880.00	$50,000.00
	Manufacturer Name :		MM Systems	BASF Watson Bowman Acme	Watson Bowman	BASF Watson Bowman Acme	Emseal Joint Systems LTD
	Product Name :		Lokcrete Membrane LMS-350	Wabo Crete II Membrane System ME-400 Traffic Series	Wabo Crete Membrane ME-400 Series	ME-300-with Wabo Crete II Header Material	Emseal TCR 400
	Warranty		5 Years	1 Year	1 Year	1 Year	5 Years
2	Deck Coating System – Traffic Area, as specified.	1					
	Unit Cost		$345,909.00	$502,140.00	$538,353.00	$382,127.00	$499,035.00
	Total Cost		$345,909.00	$502,140.00	$538,353.00	$382,127.00	$499,035.00
	Manufacturer Name :		Neogard	BASF	BASF	BASF	BASF
	Product Name :		Auto Gard FC	MasterSeal Traffic 2500 Deck Coating System	MasterSeal Traffic 2500	MasterSeal Traffic 2500	MasterSeal Traffic 2500
	Warranty		5 Years	3 Years	3 Years	3 Years	3 Years
3	Deck Coating System – Parking Area - Basic Work, as specified.	1					
	Unit Cost		$194,570.00	$291,905.00	$446,117.00	$295,232.00	
	Total Cost		$194,570.00	$291,905.00	$446,117.00	$295,232.00	$432,042.00
	Manufacturer Name :		Neogard	BASF	BASF	BASF	BASF
	Product Name :		Auto Gard FC	MasterSeal Traffic 2500 Deck Coating System	MasterSeal Traffic 2500	MasterSeal Traffic 2500	MasterSeal Traffic 2500
	Warranty		5 Years	3 Years	3 Years	3 Years	3 Years
4	Striping and Numbering – Parking Slots, as specified.	1					
	Unit Cost		$16,500.00	$11,782.00	$24,308.00	$10,553.00	$15,000.00
	Total Cost		$16,500.00	$11,782.00	$24,308.00	$10,553.00	$15,000.00
	Manufacturer Name :		Ennis/Flint Traffic Paint	Ennis/Flint	Ellis/Flint	Ennis Flint	Standard Paints, Inc
	Product Name :		Ennis/Flint Traffic Paint EP	Ennis/Flint Traffic Paint EP-Water based	Traffic Paint	Chlorinated Rubberized Traffict Paint	S/B Premium Acrylic
	Warranty		1 Year	1 Year	1 Year	1 Year	1 Year
	Subtotal		$599,562.33	$860,029.00	$1,077,543.00	$740,792.00	$996,077.00
3a	Deck Coating System – Parking Area - Additive Alternative Work, as specified.	90550					
	Unit Cost per square foot		$1.66	$2.32	$2.35	$1.70	$2.00
	Total Cost		$150,313.00	$210,076.00	$212,792.50	$153,935.00	$181,100.00
	Delivery		70 days	70 days	70 days	70 days	70 days
	Payment Terms		Net 30	Net 30	Net 30	Net 30	Net 30
	Estimated Total		$749,875.33	$1,070,105.00	$1,290,335.50	$894,727.00	$1,177,177.00
	Estimated Total Award		**$749,875.33**				

EXHIBIT I

City of San Antonio Bid Tabulation

Opened: January 9, 2015

For: Aviation - Deck Coating and Joint Sealing System in Long Term Parking Garage at SAIA.

6100005341 MB

Item	Description	Quantity	NON LOCAL Bid#2	NON LOCAL	NON LOCAL Bid# 1	NON LOCAL Bid#2
			Restek, Inc	Restocon Corporation	Western Waterproofing of America	Western Waterproofing of America
			12209 Twin Creek Rd, Unit I	5750 N. Sam Houston Pkwy E, Suite 602	9468 Corporate Dr	9468 Corporate Dr
			MANCHACA TX 78652	HOUSTON TX 77032	SELMA TX 78154	SELMA TX 78154
1	Joint Sealing System – Garage, as specified herein	1				
	Unit Cost		$50,000.00	$49,500.00	$52,214.00	$52,214.00
	Total Cost		$50,000.00	$49,500.00	$52,214.00	$52,214.00
	Manufacturer Name :		Emseal Joint Systems LTD	Lymtal International, Inc	Watson Bowman Acme	Watson Bowman Acme
	Product Name :		Emseal TCR 400	J40L Wing Joint System	ME400 WaboCrete Membrane System	ME400 WaboCrete Membrane System
	Warranty		5 Years	5 Years	1 Year	1 Year
2	Deck Coating System – Traffic Area, as specified herein.	1				
	Unit Cost		$440,468.00	$370,000.00	$423,785.00	$355,027.00
	Total Cost		$440,468.00	$370,000.00	$423,785.00	$355,027.00
	Manufacturer Name :		SIKA	Sika Coorporation	BASF	SIKA
	Product Name :		Sikalastic 720/745	Sikalastic 720/745 Traffic Deck Coating	Conipur-Masterseal Traffic Coating	Sikalistic Deck Coating System
	Warranty		3 Years	5 Years	3 Years	3 Years
3	Deck Coating System – Parking Area - Basic Work, as specified herein.	1				
	Unit Cost		$364,128.50	$370,000.00	$283,261.00	$255,351.00
	Total Cost		$364,128.50	$370,000.00	$283,261.00	$255,351.00
	Manufacturer Name :		SIKA	Sika Coorporation	BASF	SIKA
	Product Name :		Sikalastic 720/745	Sikalastic 720/745 Traffic Deck Coating	Conipur-Masterseal Traffic Coating	Sikalistic Deck Coating System
	Warranty		3 Years	5 Years	3 Years	3 Years
4	Striping and Numbering – Parking Slots, as specified herein.	1				
	Unit Cost		$15,000.00	$19,060.00	$20,264.00	$20,264.00
	Total Cost		$15,000.00	$19,060.00	$20,264.00	$20,264.00
	Manufacturer Name :		Standard Paints, Inc	Sherwin Williams	Ennis/Flint	Ennis/Flint
	Product Name :		S/B Premium Acrylic	Sherwin Williams Traffic Line Stripe Paint	E/F Traffic Paint EP	E/F Traffic Paint EP
	Warranty		1 Year	1 Year	1 Year	1 Year
	Subtotal		$869,596.50	$808,560.00	$779,524.00	$682,856.00
3a	Deck Coating System – Parking Area - Additive Alternative Work, as specified herein.	90550				
	Unit Cost per square foot		$2.00	$1.53	$1.73	$1.73
	Total Cost		$181,100.00	$138,541.50	$156,651.50	$156,651.50
	Delivery		70 days	70 days	70 days	70 days
	Payment Terms		Net 30	Net 30	Net 30	Net 30
	Estimated Total		$1,050,696.50	$947,101.50	$936,175.50	$839,507.50
	Estimated Total Award					

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100005341

AVIATION - DECK COATING AND JOINT SEALING SYSTEM IN LONG TERM PARKING GARAGE AT

Date Issued: DECEMBER 5, 2014

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM CENTRAL TIME JANUARY 9, 2015

Bids may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
City Clerk's Office
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Mailing Address:
City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"AVIATION - DECK COATING AND JOINT SEALING SYSTEM IN LONG TERM PARKING GARAGE AT"

Bid Due Date: 2:00 p.m. CENTRAL TIME, JANUARY 9, 2015

Bid No.: 6100005341

Bidder's Name and Address

Bid Bond: YES Performance Bond: YES Payment Bond: YES Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO DBE / ACDBE Requirements: NO

See Instructions for Bidders and Attachments sections for more information on these requirements.

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on DECEMBER 12, 2014 at 02:00 PM at SAN ANTONIO INTERNATIONAL AIRPORT, 9800 AIRPORT BLVD., TERMINAL B – MEZZANINE CONFERENCE ROOM.

Staff Contact Person: MONA BOUBEL, PROCUREMENT SPACIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: MONA.BOUBEL@SAN.ANTONIO.GOV

SBEDA Contact Information: LISA BRICE, 210-207-3505, LISA.BRICE@SANANTONIO.GOV

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003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Bids. Submit one bid electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Bids sent to City by facsimile or email shall be rejected.

Modified Bids. Bids may be modified provided such modifications are received prior to the time and date set for submission of bids, and submitted in the same manner as original bids. For hard copy bids, provide a cover letter with the bid, indicating it is a modified bid and that the Original bid is being withdrawn. For electronic bids, a modified bid will automatically replace a prior bid submission. See below for information on submitting Alternate Bids.

City shall not be responsible for lost or misdirected bids or modifications.

Bidders must sign the Signature Page on hard copy bids and return the IFB document to City. For electronic bids, Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Bidders are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Bidder's being held liable for the submission.

Certified Vendor Registration Form. If Bidder has not completed City's Certified Vendor Registration (CVR) Form, Bidder is required to do so prior to the due date for submission of bids. The CVR form may be accessed at: http://www.sanantonio.gov/purchasing/. Bidders must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Bids. Alternate bids may be allowed at the sole discretion of City.

Hard Copy Alternate Bids. Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

Electronic Alternate Bids Submitted Through the Portal. All alternate bids are recorded with original bids when submitted electronically.

Catalog Pricing. (This section applies to bids using catalog pricing.)

The bid will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Bidders shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a bid is submitted. Bidder shall provide said catalog at the time of submission of its bid. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for bids submitted electronically.

Bidders may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall bid evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Bidders are prohibited from communicating with: 1) elected City officials and their staff regarding the IFB or bids from the time the IFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the IFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the IFB and/or bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's bid from consideration.

Exceptions to the restrictions on communication with City employees include:

Bidders may ask verbal questions concerning this IFB at the Pre-Submittal Conference.

Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before 11:00 a.m. CENTRAL TIME on Friday, January 2, 2015. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Bidders may provide responses to questions asked of them by the Staff Contact Person after bids are received and opened. The Staff Contact Person may request clarification to assist in evaluating Bidder's response. The information provided is not intended to change the bid response in any fashion. Such additional information must be provided within two business days from City's request.

Bidders and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department 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. The point of contact, Lisa Brice, may be reached by telephone at (210) 207-3505 or by e-mail at Lisa.Brice@sanantonio.gov. Contacts to the Small Business Office regarding this solicitation after the solicitation closing date is not permitted

If this solicitation contains DBE/ACDBE requirements, bidders and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Bidders and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this IFB after the bid due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Bidders are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City.

Changes to IFB.

Changes to this IFB made prior to bid opening shall be made directly to the original IFB. Changes are captured by creating a replacement version each time the IFB is changed. It is Bidder's responsibility to check for new versions

until the bid due date. City will assume that all bids received are based on the final version of the IFB as it exists on the day bids are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the IFB.

Preparation of Bids.

All information required by the IFB must be furnished or the bid may be deemed non-responsive and rejected. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If Bidder is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the bid may be rejected.

Line Item Bids. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which Bidder wishes to be considered. All bids are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

All or None Bids. Any bid that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall result in the bid being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one bidder only.

Delivery Dates. Proposed delivery dates must be shown in the bid form where required and shall include weekends and holidays, unless specified otherwise in this IFB. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the bid. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by City where applicable upon request by Bidder after contract award.

Description of Supplies.

Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Bids submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with bid response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item's suitability and compliance with bid specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Bidder shall provide product samples, demonstrations, and/or testing of items bid to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of a bid. All samples (including return thereof), demonstrations, and/or testing shall be at Bidder's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

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

Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this IFB. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of City or the compensation to Bidder.

Confidential or Proprietary Information. All bids become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Bidder should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud. In addition, bids are tabulated and posted to the City's website, so shall not be considered proprietary or confidential.

Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this IFB. Such acquisition(s) shall be at the prices stated in the bid, and shall be subject to Bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid.

Bidder must sign and submit the rider, if attached to this IFB, with its bid, indicating whether Bidder wishes to allow other Entities to use its bid. Bidder shall sign and return any subsequently issued riders within ten calendar days of receipt. Bidder's decision on whether to allow other Entities to use the bid shall not be a factor in awarding this IFB.

Costs of Bidding. Bidder shall bear any and all costs that are associated with the preparation of the Bid, attendance at the Pre-Submittal Conference, if any, or during any phase of the selection process.

Rejection of Bids.

City may reject any and all bids, in whole or in part, cancel the IFB and reissue the solicitation. City may reject a bid if:

Bidder misstates or conceals any material fact in the bid; or

The bid does not strictly conform to law or the requirements of the solicitation;

The bid is conditional; or

Any other reason that would lead City to believe that the bid is non-responsive or Bidder is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any bid, such as failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

Variances and Exceptions to Bid Terms. In order to comply with State law, bidders must submit bids on the same material terms and conditions. Bids that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Bid Form. Bids must be submitted on the forms furnished. Bids that change the format or content of City's IFB will be rejected.

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Written notice of withdrawal shall be provided to the City Clerk for bids submitted in hard copy. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be opened publicly and read aloud at 2:30 on the day the bids are due. Bid openings are held at Purchasing & General Services, Riverview Tower, 11th Floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205.

Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the City Council. The City Council makes the final determination regarding award.

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Bidder results in a binding contract without further action by either party. Vendor must have the Purchase Order before making any delivery.

City reserves the right to utilize historical usage data as a basis for evaluation of bids when future usages are unable to be determined.

Breaking of tie bids shall be in accordance with the Texas Local Government Code §271.901.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment.

Depending on the nature of the IFB, Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.

Prospective bidders must prove beyond any doubt to City Purchasing Administrator that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount.

Provided Bidder meets the requirements stated herein, City shall take Bidder's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Tabulations. The Purchasing Division will post preliminary tabulations within 7 days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read during the bid opening. This tabulation is not a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents.

Bid Protest Procedures.

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director and appeal any adverse decision to the City Manager of the City of San Antonio.

Bidder must deliver a written notice of protest to the Director within 7 calendar days of the posting of the intent to award. If Bidder does not file a written notice within this time, Bidder will have waived all rights to formally protest the intent to award. It is Bidder's responsibility to check the City's website posting.

Debriefing. Debriefing of contract award is available upon request and after award of the Contract.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest. 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 the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 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 or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: 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, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205." Bidder should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed bid. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

The City of San Antonio, Aviation Department ("City") is soliciting bids for a Contractor to provide labor, materials, equipment and supervision for the following work on the fifth level of the San Antonio International Airport's Long Term Parking Garage ("Garage"), 9933 Airport Blvd, San Antonio, TX 78216:

1. Remove and replace approximately 460 linear feet of joint sealing system as shown on **Exhibit 1.**
2. Remove the existing deck coating from approximately 78,090 square feet of Garage drive lanes ("The Traffic Area") and properly prepare and apply a new deck coating system to it as shown on **Exhibit 2.**
3. Power wash approximately 90,550 square feet of Garage non-traffic areas ("The Parking Area") and apply a new deck coating system on top of existing deck coating as shown on **Exhibit 2.**
4. After the all new deck coating system has been applied and properly cured, stripe and number 600 parking slots, as shown in **Exhibit 3**.

NOTE: ALL OF THE ABOVE LINEAR FEET AND SQUARE FEET QUANTITIES ARE ESTIMATES ONLY. NO CHANGE IN PRICE WILL BE ALLOWED ONCE BIDS ARE SUBMITTED REGARDLESS OF ACTUAL QUANTITIES FOUND BY AWARDED BIDDER; THEREFORE, BIDDERS ARE EXPECTED TO FIELD VERIFY QUANTITIES PRIOR TO BID SUBMITTAL.

TIME FOR PERFORMANCE:

1. Work must be commenced within 10 days of Contractor's receipt of Purchase Order.
2. All work must be completed within 70 days of Contractor's receipt of Purchase Order (the "Scheduled Completion Date").
3. When Contractor cannot complete the project on time Liquidated Damaged will apply:
   Liquidated Damages for Delay. Contractor shall pay City the sum of $11.00 per day per parking space that is not available for use by the public beyond the Scheduled Completion Date. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by City, estimated at the time of executing this Contract. Such liquidated damages shall apply regardless of whether Contractor has been terminated by City prior to the Scheduled Completion Date, so long as Contractor's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in the Contractor performance hereunder for matters other than delays in meeting the Scheduled Completion Date. When City reasonably believes that the Scheduled Completion Date will be inexcusably delayed, City shall be entitled, but not required, to withhold from any amounts otherwise due to Contractor an amount then believed by City to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving the Scheduled Completion Date, or any part thereof, for which City has withheld payment, City shall promptly release to Contractor those funds withheld, but no longer applicable as liquidated damages.

TO BE QUALIFIED, CONTRACTOR MUST:

1. Submit manufacturer's technical data sheets and LEED product information for each product to be used in this project.
2. Have a minimum of 5 years experience in the application of specified products and systems on projects of similar size and scope.
3. Have been trained by specified product manufacturer (or approved equivalent) in the application of the product within the last 5 years, and
4. Provide a list of five (5) successfully completed projects of similar size and complexity to the specified work.
5. If submitting with a proposed alternate Deck Coating System, perform and pass an adhesion test in the Parking Area with the proposed product prior to award of contract.

BACKGROUND

The current joint sealing system in the Garage was installed during original construction in 1997/1998. Since then, the rubber seals have dried out and deteriorated to the point where replacement is needed.

The Garage had a deck coating installed within the past 10-15 years but it has worn, cracked and flaked off to the point it is no longer providing protection to the surface, especially in Traffic Area.

CITY RESPONSIBILITIES:

1. The City will closely monitor the work while in process.
2. The City assumes no responsibility for the Contractor's property and will not provide storage for equipment, tools or supplies.
3. The City reserves the right to inspect Contractor furnished materials used to accomplish the work and workmanship.
4. The City reserves the right to reject Contractor's furnished materials and workmanship which does not conform to specifications.
5. City, at its sole discretion, shall determine if alternative products proposed by bidders are approved equivalent to the products specified below.

DELIVERY:

Deliveries shall be made to the worksite at the Garage.

SCOPE OF WORK:

1. Contractor shall provide all labor, materials, equipment and supervision necessary for the properly execute and complete Long Term Parking Garage Top Coat and Joint Seal Project ("Project").
2. Contractor shall hold all proper and current licenses and bonds. In addition, Contractor shall obtain any required permits prior to commencing the work and shall comply with any applicable Federal, State and Local code regulations.
3. Contractor shall install all materials incorporated in the permanent work in new, best quality with properly and professionally conformance with the manufacture's installation guideline and best practices.
4. Contractor shall provide full time supervision and properly skilled craftsmen to perform the work.
5. Contractor shall submit its proposed work schedule to City for approval prior to beginning work. Once approved, any changes will require further City approval. This contract is a lump sum fee contract. Contractor shall not be entitled to charge City any amounts for work done outside its normal business hours.
6. Contractor will perform work in a manner which has least possible impact to Airport Parking Operations and must maintain at least one lane of traffic up to and down from the roof of the Garage while the Project is in progress.
7. Contractor shall provide all barricades for the Garage areas in which the Project is being conducted.
8. Contractor must provide a protection plan of surrounding areas and non-work surfaces.
9. Contractor shall protect and be responsible for any damage to adjacent property. In the event of damage, and to the satisfaction of the City, Contractor shall restore, at Contractor's own expense, the damaged property to a condition similar or equal to that existing before such damage occurred.
10. Contractor shall legally dispose of all trash and debris generated by work. The Contractor shall keep the work area cleaned and maintained on a daily basis. No debris shall be dumped and left about the surrounding areas.
11. Contractor shall be solely responsible for Contractor's vehicles, equipment, tools, supplies, materials, and other property. The Contractor shall remove such items from the work site at the end of each work shift, as practical, and keep them in the Contractor's possession unless otherwise approved by the City.
12. Contractor's personnel, including any subcontractors, shall wear uniforms and an ID Badge at all times.
13. Contractor's vehicle(s) shall be clearly marked with the Contractor's company name and company logo.
14. Contractor shall observe the actual working conditions and provide any necessary safety equipment.

SPECIFICATIONS:

ITEM 1 - Joint Sealing System - Garage

1. The Contactor shall remove approximately 460 linear feet old joint materials to create a blockout consisting of a 3 1/2" wide by 3/4" deep opening on each side of the joint and a joint throat opening that is 2 1/2" wide.
2. The Contractor shall thoroughly and completely sandblast the blockout to remove all contaminants prior to installation of the new joint sealing system.
3. The Contractor shall install Watson Bowman Wabo® Crete Membrane ME-400 Series Joint Sealing System, or an approved equivalent product.
4. If possible, the Contractor shall lay down the new joint sealing system in one contiguous piece. If one continuous piece is not possible, then the Contractor will minimize splice by installing seals in the longest possible continuous lengths.
5. The Contractor shall provide warranty for a minimum period of 1 year.
6. The Contractor shall complete this work before deck coating system may be applied.

7. The Contractor shall provide netting under the work area to prevent large objects from falling through to the floor below. Parking stalls below the work areas will be blocked by City.

ITEM 2 Deck Coating System – Traffic Area

1. The Contactor shall remove approximately 78,090 Square feet the existing deck coating in Traffic Area.
2. The Contactor shall properly prepare the surface for the new deck coating system.
3. The Contactor shall apply MasterSeal Traffic 2500 Deck Coating System (BASF Conipur Plus® traffic deck coating) or an approved equivalent product to this area.
4. The Contactor shall apply two coats the final layer of the product to provide extended durability. The added thickness will be up to 1.7 MM in wet depth (normal application is 1.1MM wet depth) which will all dry to a surface of not more than 1.1MM to 1.3MM above the surface of the concrete.
5. The Contractor shall provide warranty for a minimum period of 3 year.

ITEM 3 Deck Coating System – Parking Area - Basic Work

1. The Contactor shall power wash, or use any other applicable preparation procedure which conforms to the deck coat manufacturer's installation guidelines, approximately 90,550 Square feet in the Parking Area.
2. The Contactor shall apply the new MasterSeal Traffic 2500 Deck Coating System (BASF Conipur Plus® traffic deck coating) or an approved equivalent product on the top the existing deck coating.
3. The Contractor shall provide warranty for a minimum period of 3 year.

Item 3a. Deck Coating System – Parking Area - Additive Alternative Work

1. City will determine, in its sole discretion, if the Additive Alternative work will be needed. If directed by City, as evidenced by issuance of a separate Purchase Order for the following Additive Alternative Work, the Contactor shall remove up to approximately 90,550 square feet (or portion thereof) of existing deck coating in Parking Area prior to applying the new deck coating.

ITEM 4 Striping and Numbering – Parking Slots

1. The Contactor shall stripe and number 600 parking slots with a water based, rapid dry traffic paint, such as Ennis/Flint Traffic paint EP or an approved equivalent product, (in yellow, black and white), where the new coating has been applied.
2. The Contactor shall wait for new deck coating to cure for minimum of 24 hours before recommencing striping and numbering process.
3. The Contactor shall paint each individual parking slot's line for 4" wide with yellow color with no reflective beads. Parking slot will typically be 9' wide by 18' deep. No "fuzzing" of painted markings will be tolerated.
4. The Contactor shall paint numbers for each individual parking slots consisting of a white 12" painted number painted upon a 24" black painted square box background. Airport Parking staff will provide sequence number.
5. The Contractor shall provide warranty for a minimum period of 1 year to adhere to the surface, remain visible with no signs of chipping or prematurely fading.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed $50,000. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

All or None Bid.

City of San Antonio will make award to one bidder only.

Change Orders.

Notwithstanding anything stated to the contrary in Section 006 – General Terms & Conditions, in order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "AVIATION - DECK COATING AND JOINT SEALING SYSTEM IN LONG TERM PARKING GARAGE AT" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Aviation Department – Parking Division
P.O. Box 839966
San Antonio, Texas 78283-3966

Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend

Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Vendor to stop work hereunder, and/ or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payment of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by City for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Vendor and any subcontractors are responsible for all damage to their own equipment and/or property.

Bid Bond.

Contractor must submit a bid bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of $ 10,000. The Bid Bond shall be valid for 120 days following the deadline for submission of bids. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Bidder is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Bid Bond will be disqualified.

For hard copy bids, the bid bond must accompany the bid. For electronic submissions, Bidder must provide the original bid bond to the City Clerk prior to bid opening in accordance with the instructions for hard copy submissions.

Payment Bond.

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.

Performance Bond.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be

furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Price Schedule
Attachment B – SBEDA Ordinance Compliance Provisions
Attachment C – Subcontractor/Supplier Utilization Plan
Attachment D – Local Preference Program Identification Form
Attachment E – Non-Discrimination Ordinance Language
Attachment F – Supplemental Information Related to the State of Texas Conflict of Interest Requirement
Attachment G – Veteran-Owned Small Business Preference Program (VOSB) Ordinance
Attachment H – Veteran-Owned Small Business Program Tracking Form
Attachment I - Prevailing Wage Rates

Prevailing Wage Rates and Labor Standard Provisions

The Provisions of Chapter 2258 of the Texas Government Code, and the "Wage and Labor Standard Provisions" amended in City Ordinance 2008-11-20-1045, expressly are made a part of this Contract. Contractor shall forfeit, as a penalty to Owner, sixty dollars ($60.00) for each laborer, workman or mechanic employed for each calendar day, or portion thereof, in which such laborer, workman or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any Federal or State Law, regarding the wages to be paid to or hours worked by laborers, workmen or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.

Workers' Compensation.

Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

The contractor must provide a certificate of coverage to the City prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the City:

a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Division, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

obtain from each other person with whom it contracts, and provide to the contractor:

a certificate of coverage, prior to the other person beginning work on the project; and

a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Division's section of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

006 - GENERAL TERMS & CONDITIONS

Electronic Bid Equals Original. If Vendor is submitting an electronic bid, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this IFB or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by the City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from the City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this IFB, unless otherwise specified in the Specifications/Scope of Services section of this IFB. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the

quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than $25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, however, be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without

further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor Vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the

effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting a bid, whether electronically or by paper, Bidder represents that:

(s)he is authorized to bind Bidder to fully comply with the terms and conditions of City's Invitation for Bid for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Bidder is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your bid by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your bid.

Bidder Information
Please Print or Type

Vendor ID No. _____
Signer's Name _____
Name of Business _____
Street Address _____
City, State, Zip Code _____
Email Address _____
Telephone No. _____
Fax No. _____
City's Solicitation No. _____

_____
Signature of Person Authorized to Sign Bid

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Bid - an invitation to bid in which the City will award the entire contract to one bidder only.

Alternate Bid - two or more bids with substantive variations in the item or service offered from the same bidder in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid - a complete, signed response to a solicitation. The term "bid" is synonymous with the term "offer".

Bid Opening - a public meeting during which bid responses are disclosed.

Bidder - a person, firm or entity that submits a bid in response to a solicitation. The bidder whose bid is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Bid Bond or Bid Guarantee - security to ensure that Bidder (a) will not withdraw the bid within the period specified for acceptance, and (b) will furnish any required bonds or performance guarantees, and any necessary insurance within the time specified in the solicitation.

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the bid has been accepted by the City.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contract - the binding legal agreement between the City and Vendor.

Contractor - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Director – the Director of City's Purchasing & General Services Department, or Director's designee.

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Invitation for Bid (IFB) – a solicitation requesting pricing for a specified good or a service.

Line Item - a listing of items in a bid for which a bidder is expected to provide separate pricing.

Low Bid - a bid which is lowest in price, but may not meet all requirements or specifications.

Lowest Responsible Bidder - the bidder whose bid meets all requirements of the specifications, terms and conditions of the IFB and results in the lowest cost to the City in an award based solely on price, taking into consideration the bidder's competence and qualifications to perform the contract.

Non-Responsive Bid - a bid or offer that does not comply with the terms and conditions, or specifications and/or requirements of the IFB.

Offer - a complete, signed response to an IFB that, if accepted, would bind the bidder to perform the resultant contract. The term "offer" is synonymous with the term "bid".

Payment Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect the City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow bidders to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in an IFB for the price stated in Vendor's bid.

Responsible Bidder - a bidder who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Bidder - a bidder who tenders a bid which meets all requirements of the invitation to bid and is a responsible bidder.

Sealed Bid - a bid submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the IFB. The contents of the bid will not be made public prior to the bid opening.

Specifications - a description of what the City requires and what the bidder must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the Vendor's obligations under the contract with the City.

Supplier - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Vendor - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Waiver of Irregularity - noting, but disregarding an immaterial variance within a bid.

009 - ATTACHMENTS

Local Preference Program

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

REVISED ATTACHMENT A

REVISED PRICE SCHEDULE

(Posted as Separate Document)

ATTACHMENT B

SBEDA Ordinance Compliance Provisions

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural &

Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) on an annual basis based upon relative M/WBE availability data to be collected by the City through its Centralized Vendor Registration ("CVR") system. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract. The M/WBE Annual Aspirational Goals for FY 2015 are:

Construction – 26%
Architecture and Engineering – 22%
Professional Services – 17%
Other Services – 19%
Goods and Supplies - 9%

Certification or "Certified" – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such "pass-through" or "conduit" functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Good Faith Efforts – documentation of the CONTRACTOR's or Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or

M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as "business categories."

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City's M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

> African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.
>
> Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.
>
> Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
>
> Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this Agreement, this term refers to the CONTRACTOR.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this Agreement, CONTRACTOR is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

SBE Directory - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding Agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract Agreement and any contract modification Agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Subcontractor/Supplier Utilization Plan – a binding part of this contract Agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract Agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this Agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;

2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;

3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;

4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO. CONTRACTOR shall require new Subcontractors or Suppliers, prior to submission of CONTRACTOR's Change to Utilization Plan form, to register in the Centralized Vendor Registration system, before seeking SBO approval.

5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.

6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiative to this contract:

None. There are no Affirmative Procurement Initiatives being applied to this contract.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby attached and incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier Agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;

2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;

3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;

4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and

5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13 of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including but not limited to:

1. Suspension of contract;

2. Withholding of funds;

3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;

4. Refusal to accept a response or proposal; and

5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

ATTACHMENT C

SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

(Posted as Separate Document)

ATTACHMENT D

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

(Posted as Separate Document)

ATTACHMENT E

NON-DISCRIMINATION ORDINANCE LANGUAGE

Non-discrimination. As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

ATTACHMENT F

SUPPLEMENTAL INFORMATION RELATED TO THE STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT

The Instructions to Bidders section of this document provides information pertaining to a requirement to file the State of Texas Conflict of Interest Questionnaire (Form CIQ) required by Chapter 176 of the Texas Local Government Code. The Form CIQ is available from the Texas Ethics Commission at:

http://www.ethics.state.tx.us/forms/CIQ.pdf

In addition, please complete the City's Addendum to the Form CIQ (Form CIQ-A) and submit it with the Form CIQ to the Office of the City Clerk. The City's Addendum to the Form CIQ can be found at:

http://www.sanantonio.gov/Ethics/ConflictofInterestReports.aspx

ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSB) ORDINANCE

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation as Attachment F. Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

ATTACHMENT H

VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM

(Posted as Separate Document)

ATTACHMENT I

PREVAILING WAGE RATES

(Posted as Separate Document)

General Decision Number: TX140002 09/05/2014 TX2

Superseded General Decision Number: TX20130002

State: Texas

Construction Type: Building

County: Bexar County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories). (Use current heavy & highway general wage determination for Paving & Utilities Incidental to Building Construction).

Modification Number	Publication Date
0	01/03/2014
1	03/07/2014
2	06/20/2014
3	08/01/2014
4	08/08/2014
5	08/15/2014
6	09/05/2014

ASBE0087-001 01/01/2014

	Rates	Fringes
Asbestos/Insulator Worker (Includes application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems.)	$ 21.17	8.77

BRTX0001-004 05/01/2014

	Rates	Fringes
BRICKLAYER	$ 24.50	1.87

ELEC0060-001 06/02/2014

	Rates	Fringes
CABLE SPLICER	$ 25.20	3.75+12%
ELECTRICIAN	$ 26.00	4.65+10%

ELEC0060-002 06/01/2014

	Rates	Fringes
ELECTRICIAN (Low Voltage including pulling & installing cable through conduit)	$ 20.99	5%+5.49

ELEV0081-001 01/01/2013

	Rates	Fringes
Elevator Constructor		
MECHANIC	$ 35.89	25.185+a

FOOTNOTE; A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0450-001 04/01/2014

	Rates	Fringes
Power equipment operators:		
Cranes	$ 34.85	9.85

IRON0066-001 12/01/2013

	Rates	Fringes
IRONWORKER (Excluding metal building erectors)		
Structural	$ 19.80	5.95

MARB0002-001 07/01/2005

	Rates	Fringes
TILE SETTER	$ 18.50	6.10

* PLUM0142-001 07/01/2014

	Rates	Fringes
Plumbers and Pipefitters (Including HVAC WORK)	$ 30.40	10.10

SFTX0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 26.36	16.62

SHEE0067-001 04/01/2014

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work)	$ 25.60	13.54

SUTX1988-002 11/01/1988

	Rates	Fringes
Acoustical Ceiling Installer	$ 12.26	
CARPENTER (Excluding Acoustical Ceiling Installer & Drywall Hanger)	$ 10.64	
CEMENT MASON/CONCRETE FINISHER	$ 11.46	
DRYWALL HANGER	$ 11.88	
GLAZIER	$ 10.78	1.40
IRONWORKER (Excluding Metal Building Assemblers)		
Reinforcing	$ 10.19	3.57
Laborers:		
Mason Tenders	$ 8.36	1.78

Mortar Mixers.....$ 8.99
PLASTERER'S TENDERS.....$ 8.68
Unskilled.....$ 7.25

LATHER.....$ 15.25

PAINTER (Excluding
Tapers/Finishers).....$ 8.01

PLASTERER.....$ 15.25

Power equipment operators:
Front End Loader.....$ 7.36

Roofers:
Kettlemen.....$ 8.85
Roofers.....$ 8.14
Waterproofers.....$ 7.25

Sheet Metal Worker
Other Work.....$ 11.62

Taper/Finisher.....$ 7.99

TRUCK DRIVER.....$ 7.25

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the

four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

REVISED ATTACHMENT A

REVISED PRICE SCHEDULE

ORIGINAL

ITEM 1. Joint Sealing System – Garage, as specified herein.

Total Cost $ 42,583.33

Manufacturer Name: MM SYSTEMS

Product Name: LOKCRETE MEMBRANE LMS - 350

Warranty: 5 of Years)

ITEM 2. Deck Coating System – Traffic Area, as specified herein.

Total Cost $ 345,909

Manufacturer Name: NEO GARD

Product Name: AUTO GARD FC

Warranty: 5 (# of Years)

ITEM 3. Deck Coating System – Parking Area - Basic Work, as specified herein.

Total Cost $ 194,570.00

Manufacturer Name: NEO GARD

Product Name: AUTO GARD FC

Warranty: 5 (# of Years)

Item 3a. Deck Coating System – Parking Area - Additive Alternative Work, as specified herein.

Unit Cost : $ 1.66 per square foot

ITEM 4. Striping and Numbering – Parking Slots, as specified herein.

Total Cost $ 16,500.00

Manufacturer Name: ENNIS / FLINT TRAFFIC PAINT

Product Name: ENNIS / FLINT TRAFFIC PAINT EP

Warranty: 1 YEAR (# of Years)

Prompt payment discount N/A % _____ days (if no discount offered 30 days will apply)

City of San Antonio

ADDENDUM I

SUBJECT: Formal Invitation for Bid (IFB) for Deck Coating and Joint Sealing System in Long Term Parking Garage at SAIA (#6100005341) Scheduled to Open: December 22, 2014; Date of Issue: December 5, 2014

FROM: Paul J. Calapa,
Procurement Administrator

DATE: December 16, 2014

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED INVITATION FOR BID

THE ABOVE MENTIONED INVITATION FOR BID IS HEREBY AMMENDED AS FOLLOWS:

1. The IFB opening Date is hereby extended to **WEDNESDAY, JANUARY 7, 2015, 2:00 PM CENTRAL TIME**.

Paul J. Calapa
Procurement Administrator
Finance Department, Purchasing Division

PJC//mb

NOTE: Bidders must complete and sign below and submit this Addendum I with their bid.

Date 1/9/15

Company Name UNITED RESTORATION + PRESERVATION INC

Address 4731 WHIRLWIND ~~SAN A~~

City/State/Zip Code SAN ANTONIO, TX 78217

Signature

City of San Antonio

ADDENDUM II

SUBJECT: Formal Invitation for Bid (IFB) for Deck Coating and Joint Sealing System in Long Term Parking Garage at SAIA (#6100005341) Scheduled to Open: January 7, 2015; Date of Issue: December 5, 2014

FROM: Paul J. Calapa,
Procurement Administrator

DATE: December 22, 2014

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED INVITATION FOR BID

THE ABOVE MENTIONED INVITATION FOR BID IS HEREBY AMMENDED AS FOLLOWS:

1. The IFB opening Date is hereby extended to **FRIDAY, JANUARY 9, 2015, 2:00 p.m. CENTRAL TIME.**

2. Section 003 - INSTRUCTIONS FOR BIDDERS - Restrictions on Communication, is revised to allow final questions through 11:00 a.m. CENTRAL TIME on Friday, January 2, 2015.

3. Section 004 - SPECIFICATIONS/SCOPE OF SERVICES is amended to add:

   NOTE: ALL OF THE ABOVE LINEAR FEET AND SQUARE FEET QUANTITIES ARE ESTIMATES ONLY. NO CHANGE IN PRICE WILL BE ALLOWED ONCE BIDS ARE SUBMITTED REGARDLESS OF ACTUAL QUANTITIES FOUND BY AWARDED BIDDER; THEREFORE, BIDDERS ARE EXPECTED TO FIELD VERIFY QUANTITIES PRIOR TO BID SUBMITTAL.

4. Section 004 - SPECIFICATIONS/SCOPE OF SERVICES is amended to add the following section:

   TIME FOR PERFORMANCE:
   1. Work must be commenced within 10 days of Contractor's receipt of Purchase Order.
   2. All work must be completed within 70 days of Contractor's receipt of Purchase Order (the "Scheduled Completion Date").
   3. When Contractor cannot complete the project on time Liquidated Damaged will apply:
      Liquidated Damages for Delay. Contractor shall pay City the sum of $11.00 per day per parking space that is not available for use by the public beyond the Scheduled Completion Date. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by City, estimated at the time of executing this Contract. Such liquidated damages shall apply regardless of whether Contractor has been terminated by City prior to the Scheduled Completion Date, so long as Contractor's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in the Contractor

performance hereunder for matters other than delays in meeting the Scheduled Completion Date. When City reasonably believes that the Scheduled Completion Date will be inexcusably delayed, City shall be entitled, but not required, to withhold from any amounts otherwise due to Contractor an amount then believed by City to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving the Scheduled Completion Date, or any part thereof, for which City has withheld payment, City shall promptly release to Contractor those funds withheld, but no longer applicable as liquidated damages.

5. Section 004 - SPECIFICATIONS/SCOPE OF SERVICES, SPECIFICATIONS, Item 3-1, Deck Coating System – Parking Area is amended to read:

   1. The Contactor shall power wash, or use any other applicable preparation procedure which conforms to the deck coat manufacturer's installation guidelines, approximately 90,550 Square feet in the Parking Area.

6. Section 005 – SUPPLEMENTAL TERMS AND CONDITIONS, is amended to add the following requirements:

   Bid Bond.
   Contractor must submit a bid bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of $ 10,000. The Bid Bond shall be valid for 120 days following the deadline for submission of bids. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Bidder is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Bid Bond will be disqualified.

   For hard copy bids, the bid bond must accompany the bid. For electronic submissions, Bidder must provide the original bid bond to the City Clerk prior to bid opening in accordance with the instructions for hard copy submissions.

   Payment Bond.
   Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.

   Performance Bond.
   Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

7. Section 005 – SUPPLEMENTAL TERMS AND CONDITIONS, Incorporation of Attachments , is amended to add the following requirements:

   Attachment I - Prevailing Wage Rage

8. Section 005 – SUPPLEMENTAL TERMS AND CONDITIONS, is amended to add the following requirements:

   Prevailing Wage Rates and Labor Standard Provisions

   The Provisions of Chapter 2258 of the Texas Government Code, and the "Wage and Labor Standard Provisions" amended in City Ordinance 2008-11-20-1045, expressly are made a part of this Contract. Contractor shall forfeit, as a penalty to Owner, sixty dollars ($60.00) for each laborer, workman or mechanic employed for each calendar day, or portion thereof, in which such laborer, workman or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any Federal or State Law, regarding the wages to be paid to or hours worked by laborers, workmen or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.

   Workers' Compensation.

   Definitions:

   Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

   Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

   Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

   The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

   The contractor must provide a certificate of coverage to the City prior to being awarded the contract.

   If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the

project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the City:

a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Division, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

obtain from each other person with whom it contracts, and provide to the contractor:

a certificate of coverage, prior to the other person beginning work on the project; and

a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with

the appropriate insurance carrier or, in the case of a self-insured, with the Division's section of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

9. Section 009 – ATTACHMENTS, ATTACHMENT A, PRICE SCHEDULE is amended to read:

   ITEM 3

   Power wash, or use any other applicable preparation procedure which conforms to the deck coat manufacturer's installation guidelines, approximately 90,550 Square feet in the Parking Area, as specified herein.

10. Section 009 – ATTACHMENTS, ATTACHMENT D, LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM is deleted in its entirety and replaced with the revised LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM posted separately with this solicitation.

11. Section 009 – ATTACHMENTS, ATTACHMENT H, VETERAN-OWNDED SMALL BUSINESS PROGRAM TRACKING FORM is deleted in its entirety and replaced with the revised VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM posted separately with this solicitation.

12. Section 009 – ATTACHMENTS, is amended to add:

    ATTACHMENT I – PREVAILING WAGE RATES

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, PRE-SUBMITTAL CONFERENCE:

On December 12, 2014, the City of San Antonio hosted Pre-Submittal Conference to provide information and clarification for Deck Coating and Joint Sealing System in Long Term Parking Garage at SAIA. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

Question 1: Will the Contractor be able to close the whole area during the project?
Response: Once the successful bidder has been determined, the City will close access to the work area to prevent new vehicles from parking and will allow the time for the vehicles to exit. Any vehicles remaining in Parking Area prior to Contractor commencing the project will be removed by the City. To maintain access to the portion of the 5th floor not impacted by the project, Contractor will have to coordinate with the City for partial closure. Contractor must maintain at least one lane of traffic up to or down from the roof of the garage while the installation is in progress.

Question 2: Has an adhesion test been performed?
Response: Yes. BASF performed an adhesion test by applying the new coating of MasterSeal Traffic 2500 Deck Coating System (BASF Conipur Plus® traffic deck coating) over the existing coating in both the Traffic Area and the Parking Area. In both areas, the bond test showed the new coating will adhere to the existing coating. In the Traffic Area, the pull test failed. The Parking Area passed the pull test.

During the site visit, the City showed location of the failed Traffic Area test patch. The Parking Area test patches were not accessible.

Question 3: Are performance and payment bonds required?

Response: Yes. A bid bond will also be required.

Question 4: Can the bid submittal due date be extended?
Response: Yes. The submission deadline has now been extended from January 7, 2015 to January 9, 2015. Final questions will accepted through 11:00 a.m. CENTRAL TIME on January 2, 2015.

Question 5: Is this a mandatory Pre-bid conference?
Response: No.

Question 6: How accurate are the approximate square footage and linear footage the City states for each item in the bid?
Response: The quantity for each bid item is only an estimate. Bidders are responsible for field verifying the actual quantities prior to bid submittal.

Question 7: Will the City validate parking of Bidders when they come to field verify quantities?
Response: Yes. Bidders should take a ticket at the Entry Plaza upon arrival to do field verification. When exiting, Bidders should proceed to the Exit Plaza and use a manned "Cashier" station. Bidders should advise the cashier on duty that they have been on-site to field verify quantities for the Long Term Garage Project and that up to two hours of validated parking have been approved by Tamera Marberry for this purpose.

Question 8: Is the covered sidewalk on the fifth floor included in project area?
Response: No. Please refer to IFB Exhibits 1 and 2 for drawing showing project area.

Question 9: Will curb islands within Parking Area need to be coated?
Response: Yes.

Question 10: Is this joint sealing only?
Response: The contractor shall remove and replace the whole joint seal including expansion joint.

Question 11: Was base coat aggregate in original system?
Response: Yes.

Question 12: Will all control joints need to be removed and resealed prior to installing the deck coating?
Response: No. The control joints in the Parking Area and Traffic Area are serviceable.

Question 13: Can access control for the ramp to be barricaded?
Response: The Contractor will need to maintain accessibility for the portion of the 5th floor that that is not part of this project but is only accessible by the internal up/down ramps that are included in the project area. One ramp may be used as both up and down. The Contractor will be responsible for maintaining two-way traffic control. The Contractor has to provide cones and barricade. Coordination with the City is required when traffic patterns are changed within the garage.

Question 14: Will the Contractor have to clean the existing deck coating in the Parking Area with shot blasting not pressure washing?
Response: The Contactor shall power wash, or use any other applicable preparation procedure which conforms to the deckcoat manufacturer's installation guidelines, approximately 90,550 Square feet in the Parking Area.

Question 15: Can Contractor get sign pre-submittal sign in sheet?
Response: Please contact our SBEDA as shown in cover page of solicitation.

Question 16: Who can Contractor contact for question?
Response: As per IFB Section 003- INSTRUCTIONS FOR BIDDERS - Restrictions on Communication, Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before 9:00 a.m. CENTRAL TIME on January 2, 2015.

Question17: Are hard copy and electronic submittal both required?
Response: No, only one or the other. Email or facsimile bids shall be rejected

Question 18: What IFB Attachments are required to be submitted with the bid?
Response: Attachments A - PRICE SCHEDULE; Attachments C - SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN; Attachments D - LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM and Attachments H VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM

Paul J. Calapa
Procurement Administrator
Finance Department, Purchasing Division

PJC//mb

NOTE: Bidders must complete and sign below and submit this Addendum I with their bid.
Date 1/9/15
Company Name UNITED RESTORATION + PRESERVATION INC
Address 4731 WHIRLWIND
City/State/Zip Code SAN ANTONIO TX 78217

Signature

City of San Antonio

ADDENDUM III

SUBJECT: Formal Invitation for Bid (IFB) for Deck Coating and Joint Sealing System in Long Term Parking Garage at SAIA (#6100005341) Scheduled to Open: January 9, 2015; Date of Issue: December 5, 2014

FROM: Paul J. Calapa,
Procurement Administrator

DATE: January 6, 2015

THIS NOTICE SHALL SERVE AS ADDENDUM NO. III - TO THE ABOVE REFERENCED INVITATION FOR BID

THE ABOVE MENTIONED INVITATION FOR BID IS HEREBY AMMENDED AS FOLLOWS:

A. Section 004 - SPECIFICATIONS/SCOPE OF SERVICES, TO BE QUALIFIED, CONTRACTOR MUST, is amended to add:

5. If submitting with a proposed alternate Deck Coating System, perform and pass an adhesion test in the Parking Area with the proposed product prior to award of contract.

B. Section 004 - SPECIFICATIONS/SCOPE OF SERVICES, SPECIFICATIONS, Item 1 – Joint Sealing System-Garage, point 5 is amended to read:

5. The Contractor shall provide warranty for a minimum period of 1 year.

C. Section 004 - SPECIFICATIONS/SCOPE OF SERVICES, SPECIFICATIONS, Item 1 – Joint Sealing System-Garage is amended to add:

7. The Contractor shall provide netting under the work area to prevent large objects from falling through to the floor below. Parking stalls below the work areas will be blocked by City.

D. Section 004 - SPECIFICATIONS/SCOPE OF SERVICES, SPECIFICATIONS, Item 2 – Deck Coating System – Traffic Area, point 5 is amended to read:

5. The Contractor shall provide warranty for a minimum period of 3 year.

E. Section 004 - SPECIFICATIONS/SCOPE OF SERVICES, SPECIFICATIONS, Item 3 Deck Coating System – Parking Area is amended to read:

Item 3 Deck Coating System – Parking Area Basic Work - Basic Work

F. Section 004 - SPECIFICATIONS/SCOPE OF SERVICES, SPECIFICATIONS, Item 3 Deck Coating System – Parking Area, point 3 is amended to read:

3. The Contractor shall provide warranty for a minimum period of 3 year.

G. Section 004 - SPECIFICATIONS/SCOPE OF SERVICES, SPECIFICATIONS, Item 3 Deck Coating System – Parking Area is amended to add:

Item 3a. Deck Coating System – Parking Area - Additive Alternative Work

1. City will determine, in its sole discretion, if the Additive Alternative work will be needed. If directed by City, as evidenced by issuance of a separate Purchase Order for the following Additive Alternative Work, the Contactor shall remove up to approximately 90,550 square feet (or portion thereof) of existing deck coating in Parking Area prior to applying the new deck coating.

H. Section 004 - SPECIFICATIONS/SCOPE OF SERVICES, SPECIFICATIONS, Item 4 Striping and Numbering – Parking Slots, point 5 is amended to read:

5. The Contractor shall provide warranty for a minimum period of 1 year to adhere to the surface, remain visible with no signs of chipping or prematurely fading.

I. Section 009 – ATTACHMENTS, ATTACHMENT A, PRICE SCHEDULE is deleted in its entirety and replaced with:

REVISED ATTACHMENT A

REVISED PRICE SCHEDULE

(Posted as Separate Document)

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003 – RESTRICTIONS ON COMMUNICATIONS:

Question 1: Exhibit 1 of the IFB shows the layout of the required expansion joint work. The existing expansion joint actually extends through the up and down ramps which Exhibit 1 refers to as 5D and 5E. Is the expansion joint in Sections 5D and 5E excluded from the scope of work, or was this an oversight that needs to be corrected?

Response: The expansion joint in Sections 5D and 5E is excluded from the scope of work. City is currently in the process of repairing the expansion joint in these sections.

Question 2: Will this project be accepting and making monthly pay applications and payments?

Response: No.

Question 3: Will the successful bidder be charged parking for his workforce?

Response: There will be no charge for parking contractor's or subcontractors' employee or work vehicles during the project. All parkers must apply for and receive a parking card from the City prior to reporting for work on the job site.

Question 4: What allowances has the City made for when the expansion joint is being worked on to protect the cars under the expansion joint on the deck below? Can parking stalls be blocked on the deck below?
Response: See Addendum III, Item A above.

Question 5: Will a staging area for unloading and loading equipment next to be garage be available?
Response: Yes, there is a rear gate that an 18 wheeler can access. To the extent possible, successful bidder should use the work area as lay down area. City can provide additional lay down area in the "Green" Parking Lot if requested by successful bidder and approved by City.

Question 6: Please clarify the results of the adhesion test as discussed at the Pre-Submittal Conference and as provided in response to Question 2 in Addendum II.
Response: City's response to Question 2 in Addendum II is correct and consistent with statements made at the Pre-Submittal Conference. It reads as follows:

> *Addendum II, Question 2: Has an adhesion test been performed?*
>
> *Addendum II, Question 2 Response: Yes. BASF performed an adhesion test by applying the new coating of MasterSeal Traffic 2500 Deck Coating System (BASF Conipur Plus® traffic deck coating) over the existing coating in both the Traffic Area and the Parking Area. In both areas, the bond test showed the new coating will adhere to the existing coating. In the Traffic Area, the pull test failed. The Parking Area passed the pull test.*
>
> *During the site visit, the City showed location of the failed Traffic Area test patch. The Parking Area test patches were not accessible.*

To clarify further:

Parking Area Test – The BASF product bonded to the existing coating. When the cheesecloth was pulled, the BASF product and the existing coating remained bonded with the concrete deck.

Traffic Area Test – The BASF product bonded to the existing coating. When the cheese cloth was pulled, both the BASF test material and the old deck coating were easily removed from the concrete deck.

Question 7: Will the City modify the price schedule to allow bidder an alternate price for removing existing deck coating in Parking Area?
Response: Yes. Please see Revised Price Schedule with Additive Alternative work (Item 3-a) included.

Question 8: Will the City allow the Bid Bond to be 5% of the Contractors Price instead of $10,000.00?
Response: No.

Question 9: If the bidder submits their bid electronically, is there a way to allow the bidder to submit a copy of the Bid Bond electronically, and have the original delivered within say 2 business days after the bid opening?
Response: No. As per IFB Section 005 - SUPPLEMENTAL TERMS & CONDITIONS – Bid Bond section:

"For electronic submissions, Bidder must provide the original bid bond to the City Clerk prior to bid opening in accordance with the instructions for hard copy submissions".

Question 10: Will the City allow the Sikalastic System by Sika to be installed as an alternate to the BASF product?

Response: With this project, time is of the essence. The City cannot evaluate possible approved equals to the BASF product at this time. However, bidders proposing alternative products are encouraged to submit bids. Should the apparent low bidder propose to use a product other than the specified BASF project, the City will evaluate the proposed product as part of the bid review process, which will include a requirement for the apparent low bidder to perform and pass an adhesion test in the Parking Area with the proposed product.

Question 11: The current bid date is Friday, January 9, 2015. Will the city extend the bid date because of all the questions that still need to be answered in an Addendum 3?

Response: No.

Paul J. Calapa
Procurement Administrator
Finance Department, Purchasing Division

PJC//mb

NOTE: Bidders must complete and sign below and submit this Addendum III with their bid.

Date 1/9/15

Company Name UNITED RESTORATION + PRESERVATION INC

Address 4731 WHIRLWIND

City/State/Zip Code SAN ANTONIO TX 78217

Signature

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of $50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of $50,000 to under $500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of $50,000 to under $100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

City Business is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:

(a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and

(b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a City Business have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: _____%

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: 6100005341

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

Name of Business:	UNITED RESTORATION + PRESERVATION INC	
Physical Address:	520 MARKSMAN CT	
City, State, Zip Code:	FAYETTEVILLE GA 30214	
Phone Number:	770) 460 - 9606	
Email Address:	HARRY E@ URPINC.COM	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: 95		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	(No)
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	(No)
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business:	UNITED RESTORATION + PRESERVATION INC.	
Physical Address:	4731 WHIRLWIND	
City, State, Zip Code:	SAN ANTONIO, TX 78217	
Phone Number:	210) 818 - 0523	
Email Address:	HARRY E @ URPINC.COM	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: 50		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER'S / RESPONDENT'S FULL NAME:

HARRY ELLIS

(Print Name) Authorized Representative of Bidder / Respondent

(Signature) Authorized Representative of Bidder / Respondent

VICE PRESIDENT

Title

1-9-2015

Date

This Local Preference Identification Form must be submitted with the bidder's / respondent's bid/proposal response.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

Tracking. **This solicitation is not eligible for a preference** based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.

- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.

- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: 6100000 5341

Name of Respondent:	UNITED RESTORATION + PRESERVATION INC	
Physical Address:	4731 WHIRLWIND	
City, State, Zip Code:	SAN ANTONIO TX 78217	
Phone Number:	210) 818-0523	
Email Address:	HARRYE@URPINC.COM	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of **SUBCONTRACTOR** Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is **SUBCONTRACTOR** certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is **SUBCONTRACTOR** certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified **SUBCONTRACTOR** as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

HARRY ELLIS
(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

VICE PRESIDENT
Title

1/9/15
Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.

007 - SIGNATURE PAGE

By submitting a bid, whether electronically or by paper, Bidder represents that:

(s)he is authorized to bind Bidder to fully comply with the terms and conditions of City's Invitation for Bid for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Bidder is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your bid by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your bid.

Bidder Information
Please Print or Type

Vendor ID No.	10042325
Signer's Name	HARRY ELLIS
Name of Business	UNITED RESTORATION + PRESERVATION INC
Street Address	4731 WHIRLWIND
City, State, Zip Code	SAN ANTONIO TX 78217
Email Address	[redacted] HARRYE@URPINC.COM
Telephone No.	(210) 818-0523
Fax No.	(770) 460-9609
City's Solicitation No.	6100005341

Signature of Person Authorized to Sign Bid

CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT DEPARTMENT

CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: ***Long Term Parking Garage Top Coat & Joint Seal***

RESPONDENT NAME: UNITED RESTORATION + PRESERVATION INC

SOLICITATION API: ***None***

API REQUIREMENTS: ***None***

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: UNITED RESTORATION AND PRESERVATION INC SAePS Vendor #: 10042325	$ 452,864	%	SCTRCA #:	DECK COATING, JOINT SEALANT SYSTEM

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: NELSON INDUSTRIAL SERVICES SAePS Vendor #: PENDING	$ 280,428.00	%	SCTRCA #:	SHOT BLASTING
Sub: REYNOLDS COMPANY SAePS Vendor #: PENDING	$ 16,500.00	%	SCTRCA #:	PAINT STRIPING
Sub: SAePS Vendor #:	$	%	SCTRCA #:	
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:	$ 452,864	%	*A. Total base bid amount to be kept by prime.*	
B.Total Sub Participation:	$ 296,928.33	%	*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*:	$ 749,797.33	%	*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: Harry Ellis **Sign:** [signature] **Title:** Vice President

Date: 1/9/15

****

FOR CITY USE

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

ASSISTANT DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

Version 09/04/13

Exhibit 1

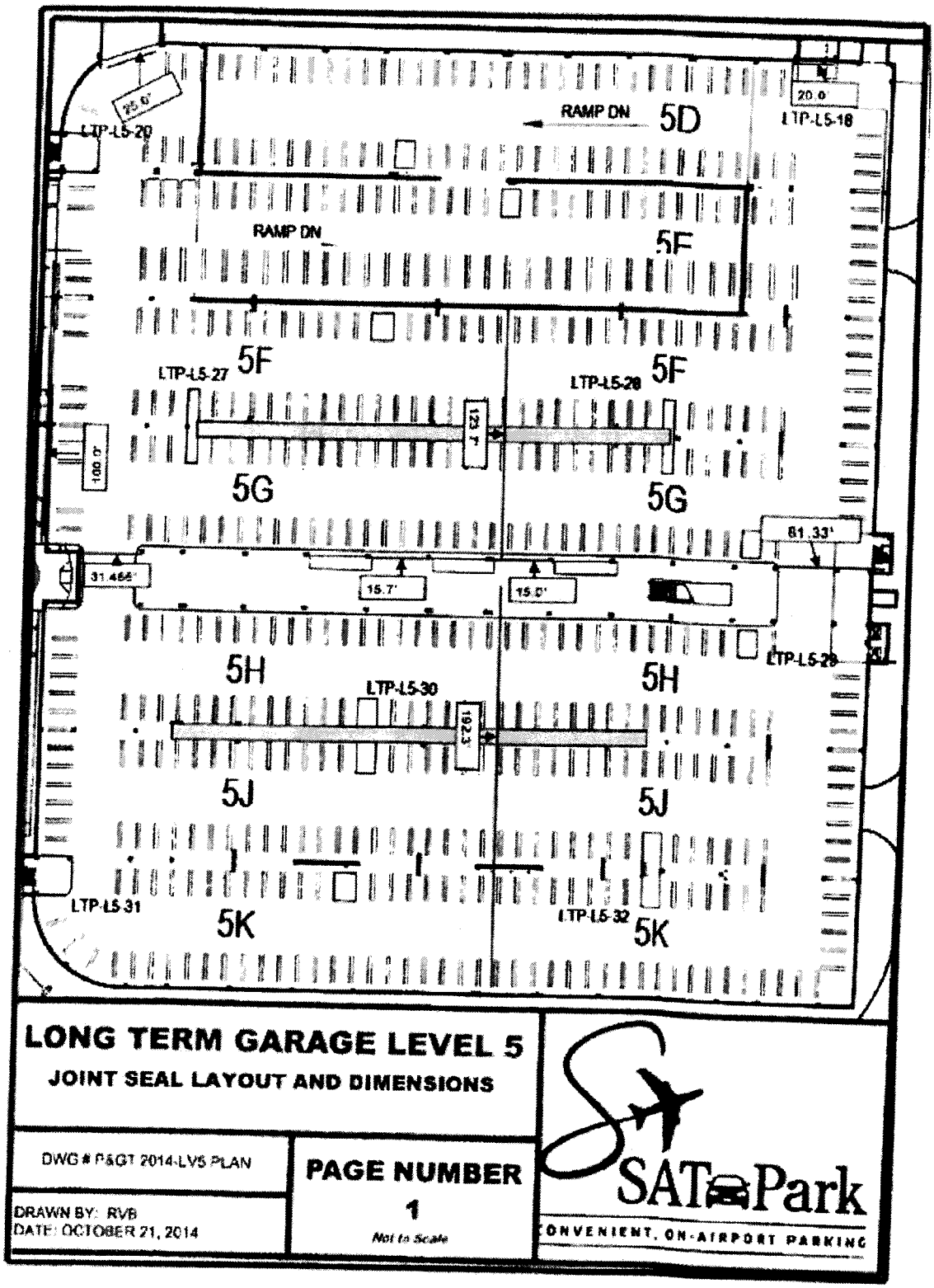

RAMP DN
5D
LTP-L5-18
LTP-L5-20
RAMP DN
5F
5F
LTP-L5-27
5F
LTP-L5-28
5G
5G
81.33'
31.466'
15.7'
15.0'
5H
5H
LTP-L5-29
LTP-L5-30
5J
5J
LTP-L5-31
5K
LTP-L5-32
5K
LONG TERM GARAGE LEVEL 5
JOINT SEAL LAYOUT AND DIMENSIONS
DWG # P&GT 2014-LV5 PLAN
DRAWN BY: RVB
DATE: OCTOBER 21, 2014
PAGE NUMBER
1
Not to Scale
SATPark
CONVENIENT, ON-AIRPORT PARKING

Exhibit 2

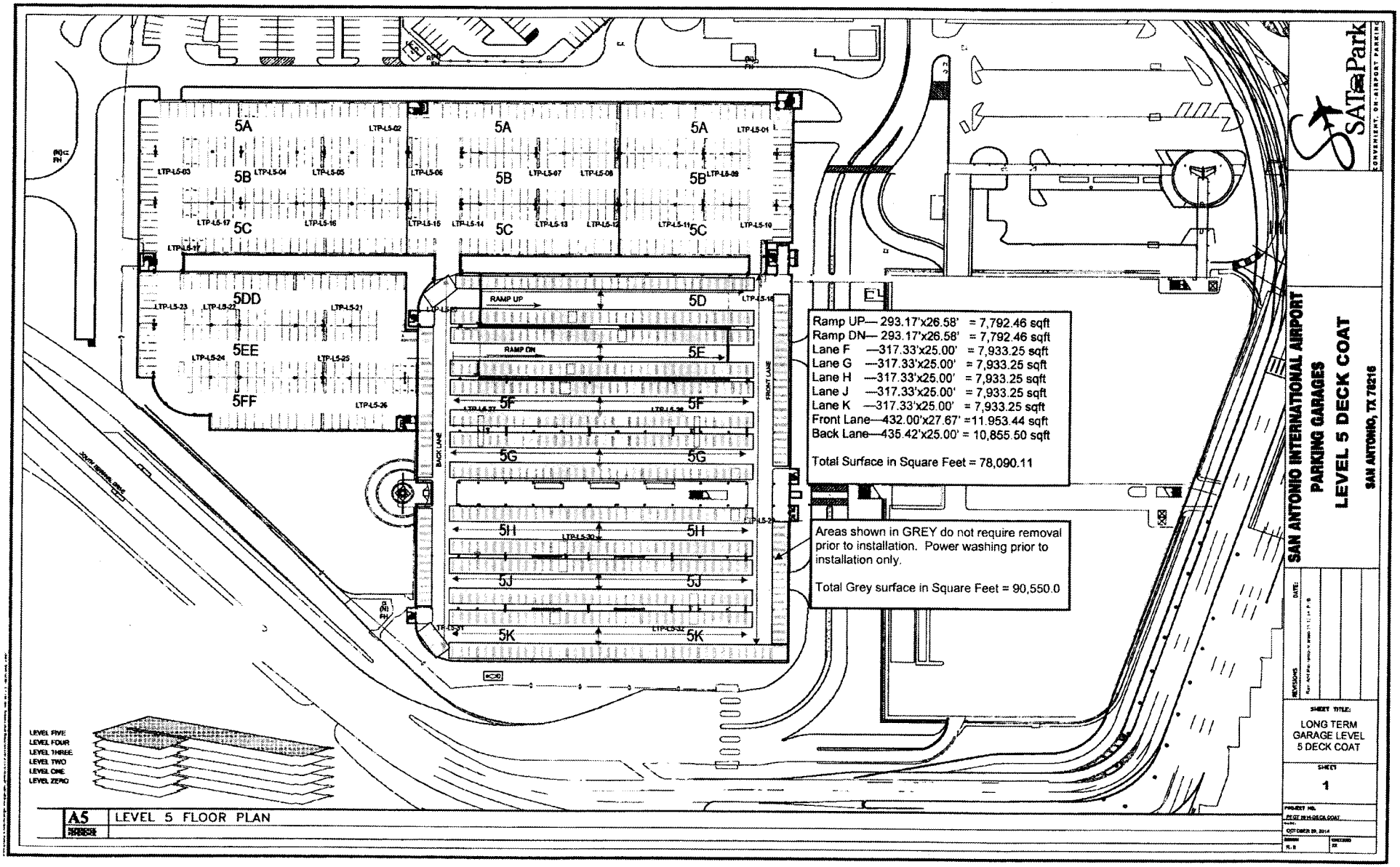
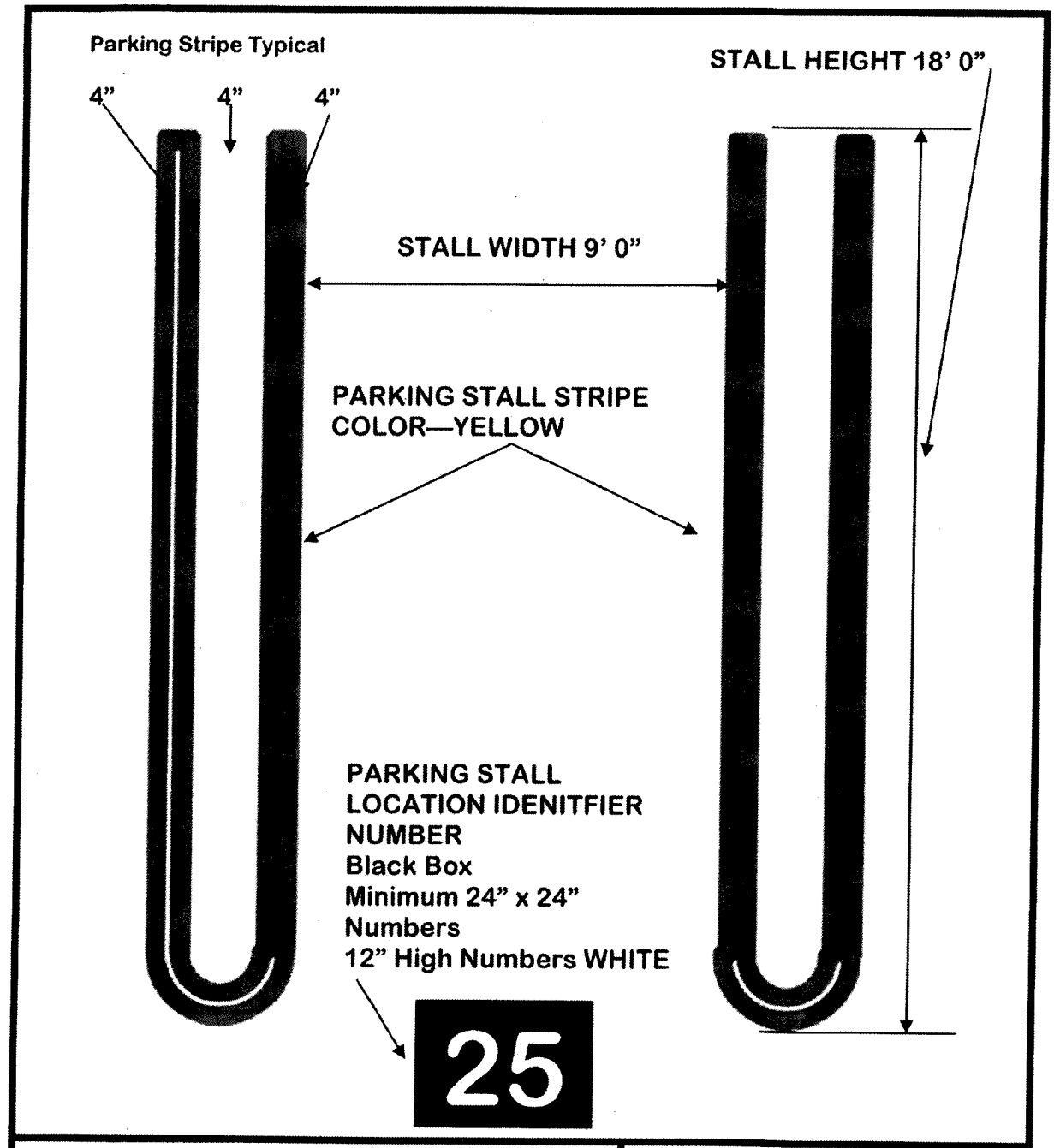

5A
5B
5C
5DD
5EE
5FF
5D
5E
5F
5G
5H
5J
5K
RAMP UP
RAMP DN
BACK LANE
FRONT LANE
Ramp UP— 293.17'x26.58' = 7,792.46 sqft
Ramp DN— 293.17'x26.58' = 7,792.46 sqft
Lane F —317.33'x25.00' = 7,933.25 sqft
Lane G —317.33'x25.00' = 7,933.25 sqft
Lane H —317.33'x25.00' = 7,933.25 sqft
Lane J —317.33'x25.00' = 7,933.25 sqft
Lane K —317.33'x25.00' = 7,933.25 sqft
Front Lane—432.00'x27.67' =11,953.44 sqft
Back Lane—435.42'x25.00' = 10,855.50 sqft
Total Surface in Square Feet = 78,090.11
Areas shown in GREY do not require removal prior to installation. Power washing prior to installation only.
Total Grey surface in Square Feet = 90,550.0
LEVEL FIVE
LEVEL FOUR
LEVEL THREE
LEVEL TWO
LEVEL ONE
LEVEL ZERO
SAT Park
CONVENIENT, ON-AIRPORT PARKING
SAN ANTONIO INTERNATIONAL AIRPORT
PARKING GARAGES
LEVEL 5 DECK COAT
SAN ANTONIO, TX 78216
REVISIONS
DATE:
SHEET TITLE:
LONG TERM GARAGE LEVEL 5 DECK COAT
SHEET
1
PROJECT NO.
OCTOBER 09, 2014
A5
LEVEL 5 FLOOR PLAN

Exhibit 3



LONG TERM GARAGE LEVEL 5
PARKING STALL LAYOUT—TYPICAL

Parking Stall Layout—Typical Layout.
Typical Size 9' Wide x 18" Deep
Typical Color—Lines TRAFFIC YELLOW
Stall Identifier Box Colors—Box TRAFFIC BLACK
Numbers—TRAFFIC WHITE
Stall Identifier Box Dimensions 24" x 24" Minimum.

SATPark
CONVENIENT, ON-AIRPORT PARKING