



CITY OF SAN ANTONIO

P.O. Box 839966
San Antonio, Texas 78283-3966

ADDENDUM 2

SUBJECT: Formal Invitation Bid (IFB) For FY 2014 – 2015 Curb Ramp Indefinite Delivery

Contract, Dated January 10, 2014

DATE: February 4, 2013

Addendum No. 2 includes the following:

1. Pre bid meeting minutes
 - a. Clayton Hoelscher briefly discussed submittal information for Curb Ramp IDC
 - b. Stephen Aniol and CoSA Project Manager Edward Solano described the proposed scope of work
 - c. Engineers estimate is set at \$1,000,000
 - d. Contract duration is for 730 calendar days
 - e. Curb ramp projects will be associated with the City of San Antonio's Street Maintenance Program
 - i. Approximately 300 ramps throughout all district of the City for FY 2014
 - ii. Curb ramp contractor must be completed with all ramps by July 31st of current Fiscal Year
 - f. Project Scope includes:
 - i. Curb
 - ii. Curb Ramps
 - iii. Sidewalk
 - iv. Retaining Walls
 - v. Minimal driveway reconstruction
 - vi. Distribution of door hangers
 - g. Miscellaneous work to include:
 - i. Tree pruning, removal and replacement
 - ii. Asphalt items for repair
 - iii. Topsoil & sodding
 - h. No direct payment for the following items: Mobilization, Insurance & Bond, Preparing Right-of-Way, Barricades, Signs and Traffic Handling, and Temporary Erosion, SWPPP
 - i. These items shall be included in various other bid items
 - i. Contractor shall pay special attention to asphalt saw cut details for curb & curb ramp construction
 - j. Contractor shall follow MUTCD standards for traffic control
 - k. COSA will provide "At Work" signs for awarded contractor to display on each project site throughout construction. At end of contract, awarded contractor will need to give back "At Work" signs to COSA. No additional compensation will be given to contractor for displaying "At Work" signs

- l. COSA Traffic Engineering will determine final working restrictions
 - i. Some projects may have time restraints due to school zones (no additional compensation)
 - m. City of San Antonio Inspectors will perform inspection services for proposed projects
 - n. The quantities and the entire bid amount for this contract are not guaranteed
 - o. Contractor must acquire COSA ROW permits for each project location (fees will be waived)
 - p. Contractor invoicing will be completed through CoSA's Primelink system. Contractors can receive Primelink training from CoSA
 - q. Bids due Tuesday, February 11, 2014 @ 2:00 p.m.
 - r. Contractors responsible for obtaining addendum(s) off of COSA website
 - s. Concrete encasement will be required for all manholes & valve boxes for Districts 7-10
 - i. Manholes and valve boxes must be raised and encased within 10 days of completed street work
 - t. Pay special attention to the Special Provision to Item 502 Concrete Sidewalks as it explains how curb ramps and other flatwork will be paid
 - u. Awarded contractor must pass out door hangers to impacted areas for each project at least 48 hours in advance
 - i. COSA will provide template and language
 - ii. Distribution of door hangers will be paid by the Lump Sum as a whole program, not individual project. See 025 Bid form for clarity
 - v. Traffic Control for Curb Ramp contractor likely to be separate from COSA street project as the COSA intends for the Curb Ramp contractor to complete the curb ramps ahead of the street work. This will require the Curb Ramp contractor to provide their own traffic control setup (no pay item – see note H)
 - w. TDLR Inspections will be needed on projects that exceed \$50,000 in pedestrian elements
 - i. The COSA will handle TDLR Inspections
 - ii. Projects will not be considered complete until all TDLR violations have been addressed and closed out
2. SBEDA Guidelines
 - a. See attached SBEDA guidelines for FY 2014 – 2015 TCI Curb Ramp IDC Package
 3. Labor Compliance
 - a. See attached wage decision implemented for this contract and the 10 things to note by Labor Compliance Department
 - i. Form has changed as of January 2014
 4. Bonds & Liquidated Damages
 - a. See attached documents relating to liquidated damages
 - b. All information regarding retainage is not applicable. Retainage shall not be held.
 - c. The following sections replace the corresponding sections listed in the 081 General Conditions

11.3.1.1 PERFORMANCE BOND. A good and sufficient bond in an amount equal to one hundred percent (100%) of the total Contract Sum or Individual Task Order Amount, guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with Plans, Specifications and all other Contract Documents, including any extensions thereof, for the protection of Owner. This bond shall also provide for the repair and maintenance of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final Completion or acceptance of the Work by the Owner or lesser or longer periods as may be otherwise designated in the Contract Documents

11.3.1.2 PAYMENT BOND. A good and sufficient bond in an amount equal to 100% of the total Contract Sum or Individual Task Order Amount, guaranteeing the full and prompt payment of all claimants supplying labor or materials in the prosecution of the Work provided for in the Contract, and for the use and protection of each claimant.

11.3.2 If the total Contract Sum or Individual Task Order Amount, is greater than \$100,000, Performance and Payment Bonds equaling one hundred percent (100%) of the total Contract Sum or Individual Task Order Amount are mandatory and shall be provided by Contractor. If the total Contract Sum or Individual Task Order Amount is greater than \$25,000 but less than or equal to \$100,000, only a Payment Bond equaling One hundred percent (100%) of the total Contract Sum or Individual Task Order Amount is mandatory; provided, however, that Contractor also may elect to furnish a Performance Bond in the same amount if Contractor so chooses. If the total Contract Sum or Individual Task Order Amount is less than or equal to \$25,000, Contractor may elect not to provide Performance and Payment Bonds; provided that in such event, no money will be paid by Owner to Contractor until Final Completion of all Work. If Contractor elects to provide Performance and Payment Bonds, the Contract Sum or Individual Task Order Amount shall be payable to Contractor through progress payments in accordance with these General Conditions.

5. Submittal documents

- a. Submittal documents can be found on the 010 IFB Form

6. Contractor Questions

- a. Contractor questions must be directed to Clayton Hoelscher only
 - i. Questions accepted up to 4:00 PM on January 31, 2014.
- b. How will the projects be bonded?
 - i. The COSA will allow the awarded contractor to bond the entire contract amount or each individual task order amount
- c. For bidding purposes, is there a list and amount of the different types of curb ramps and locations?
 - i. Projects correspond to the Street Maintenance Program, a component of the Infrastructure Management Program. A list of street projects is available for FY 2014 and a draft list is available for FY 2015. This new contract will only be responsible for a sub-set of these locations, City wide.
 - ii. In general, City specs for Type I and II ramps are utilized most; TxDOT specs (Type X and VII) may be required depending on location. Project sites are evaluated by the Project Manager prior to construction to determine types of ramps needed along each street project.
- d. Will there be a tentative list of streets that identifies projects with working time restrictions?
 - i. The City is still confirming which street projects will require curb ramps, therefore, a list of projects with working time restrictions is not available at this time.
 - ii. Please note the awarded Curb Ramp contractor will not receive additional compensation for working on projects with time restrictions
- e. How will invoicing take place?
 - i. Contractor's will invoice through the City's Prime Link system
 - ii. City Inspector and awarded contractor to work together to finalize numbers for invoicing
 - iii. The City would like to see invoices sent in on a weekly or biweekly basis so the awarded contractor does not fall behind
- f. If invoices are submitted weekly, when are payments usually made?
 - i. Payments are made within approximately 30 days after approval by the Project Manager
- g. Will there be a different invoice for SAWS items?
 - i. There will be a separate invoice for SAWS items
- h. Will there be any details or elevations for manhole adjustments?
 - i. The Project Manager will provide direction per location whenever manhole adjustments are required. In general, manhole adjustments will need to match the new asphalt grade.
- i. Will a survey be provided?

- i. If there is a need for survey and/or points, the City will provide that information.
- j. When will the 1' asphalt repair be needed?
 - i. The 1' asphalt repair will be needed after an overlay if the contractor damages the new asphalt surface course.
 - ii. The City may direct the awarded contractor to install curb and gutter at certain locations. These locations have not been identified and the City will inform the awarded contractor what locations will require curb and gutter.
- k. Is Item 205.4 for patch work around curb and curb ramps only?
 - i. Yes, Item 205.4 is for additional asphalt work needed around curb and curb ramps.
- l. Will the contractor be responsible for utility work/fees for raising and/or lowering traffic signal, valve & meter boxes?
 - i. No, the contractor will not be assessed any fees to adjust traffic signal, valve and/or meter boxes.
 - ii. Note, if contractor damages the existing traffic signal, valve, or meter box, the contractor will be responsible for replacing the individual box at no cost to the City.
- m. Will the contractor be responsible for pavement markings and raised pavement markings? Will this portion of work be performed by the City?
 - i. The awarded contractor will not be responsible for installing pavement markings and/or raised pavement markers. That will be completed by the City.

End of Addendum

****NOTE ADDENDUM ACKNOWLEDGEMENT FORM IS REQUIRED TO BE RETURNED WITH THE BID PACKAGE****

SUPPLEMENTAL CONDITIONS

1. **When submitting a bid in person, visitors to City Hall must allow time for security measures.** Visitors to City Hall will be required to enter through the east side of the building. The public will pass through a metal detector and x-ray machine located in the lobby. All packages, purses and carried items will be scanned during regular business hours of 7 a.m. to 7 p.m. After the public proceeds through the metal detector, they will sign in and receive a visitor's badge. For those that might require the use of a ramp, entry is available on the south side of the building (Dolorosa side). Security will meet the visitor in the basement with a hand scanner.
2. **Scope of the Work** - The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents and more specifically described in the Plans and Specification for the Project entitled.
3. The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative.
4. **Liquidated Damages for Delay in Substantial Completion & Final Completion:** Contractor shall pay Owner the sum indicated on the table below for each and every calendar day of unexcused delay in achieving Substantial Completion/Final Completion beyond the Scheduled Completion/Final Completion Dates. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as Liquidated Damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing the Contract. Such Liquidated Damages shall apply regardless of whether Contractor has been terminated by Owner prior to Substantial Completion, so long as Contractor's actions or inactions contributed to the delay. Such Liquidated Damages shall be in addition to and not in preclusion of any recovery of actual damages resulting from other defects in Contractor's performance hereunder for matters other than delays in Substantial Completion/Final Completion. When Owner reasonably believes that Substantial Completion/Final Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Contractor an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving Substantial Completion/Final Completion, or any part thereof, for which Owner has withheld payment, Owner promptly shall release to Contractor those funds withheld but no longer applicable as Liquidated Damages.

Liquidated Damages

Contractual Milestone	Contractual Milestone Description and Requirements	After	Liquidated Damages
1	Completion of 250 curb ramps	July 31, 2014 or, the "Task Order Time" in calendar days as noted on Task Order, whichever comes first	\$400.00 per day
2	Completion of 365 curb ramps	May 31, 2015 or, the "Task Order Time" in calendar days as noted on Task Order, whichever comes first	\$400.00 per day

5. **The Contract Sum** - The Owner shall pay the Contractor for the proper performance of the Contract, subject to additions and deduction provided therein, the Contract sum is listed in the Purchase Order.
6. **Partial Payment** - Each month, the Owner shall make a progress payment as approved by the Owner's Representative in accordance with the General Conditions.
7. **Acceptance and Final Payment** - Final Payment shall be due on final Owner acceptance of the Project Work, provided the Contract has been completed by Contractor as provided in the General Conditions. Before issuance of the final payment, the Contractor shall submit an affidavit and reasonable additional supporting evidence if required, as satisfactory to the Director of Finance, City of San Antonio, that all labor payrolls, construction materials and supply bills, subcontractors, and other indebtedness connected with the Work have been paid in full, or that an outstanding debt is being disputed and that the corporate surety or its agent is processing the outstanding claim and is willing to defend and/or indemnify the City should the City make final Contract payment.
8. Contractor shall comply with Standard Specification 1000 in its invoicing.

**CITY OF SAN ANTONIO
TRANSPORTATION AND CAPITAL IMPROVEMENTS**

RECEIPT OF ADDENDUM NUMBER(S) 2 IS HEREBY ACKNOWLEDGED FOR PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF **FY 2014 – 2015 Curb Ramp Indefinite Delivery Contract**

FOR WHICH BIDS WILL BE OPENED ON **February 11, 2014**

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

Company Name: _____

Address: _____

City/State/Zip Code: _____

Date: _____

Signature

Print Name/Title