

ADDENDUM NO. 1

PROJECT NAME: 2016-2017 TASK ORDER CONTRACT FOR STORM WATER PROJECT

DATE: 9/15/2015

ADDENDUM NO. 1

This addendum should be included in and be considered part of the plans and specifications for the name of the project. The contractor shall be required to sign an acknowledgement of the receipt of this addendum and submit with their bid.

PROJECT NO.: 23-04120

Formal Invitation for Bid and Contract:

1. A bid bond is not required.
2. Retainage will not be held.
3. Substitute and utilize the revised "010 Invitation for Bids and Contract Signature Page".
4. Project Description: See attached.

CITY OF SAN ANTONIO

Issued By: Transportation and Capital Improvements
ID NO.: 23-04120

Date Issued: August 26, 2015

(010) FORMAL INVITATION FOR BIDS (IFB) to CONTRACT
2016-2017 TASK ORDER CONTRACT FOR STORM WATER PROJECTS #23-04120

Sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the Office of the City Clerk, City Hall, 100 Military Plaza, 2nd floor San Antonio, Tx 78205 until **2:00 P.M. CST on Tuesday, September 22, 2015** and publicly read aloud in **City Council Chambers at 114 W. Commerce, Municipal Plaza Building**. This is the *solicitation deadline*. Bids must be submitted in a sealed envelope and clearly marked with the due date of bid, bidder name, Project Name and ID NO. The City is not responsible for submissions not clearly and appropriately marked. Late submissions will be rejected and returned to bidder. A Non-Mandatory Pre-bid meeting will be held at 114 W. Commerce, San Antonio, TX 78205 in the 9th fl. conference room on Thursday, September 3, 2015 at 10:00 A.M. **Deadline for questions: 4:00 P.M., September 9, 2015.**

This invitation includes the following Contract Documents:

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

Plans, Specifications and Special Conditions and all Addenda will be posted on the City's websites at www.sanantonio.gov/rfp listings along with this solicitation. Changes to Plans, Specifications and Special Conditions will be included in an addendum and will be posted on the web at <http://www.sanantonio.gov/rfp listing>. Bidder understands and agrees that bidder is responsible for obtaining addenda and adhering to all requirements in addenda. City is not responsible for incorrect information obtained through other sources.

The following documents (fully completed and with original signatures) constitute the required information to be submitted as a part of the bid proposal:

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

It is understood and agreed that the work is to be substantially completed on or before **730** calendar days. This project does not include hazardous environmental work. This project requires 10 project sign(s).

Small Business Economic Development Advocacy (SBEDA) Program Compliance – Respondents shall meet the subcontracting requirements as stated on Form 050.01 and on the Subcontractor/supplier utilization Commitment Form posted with this solicitation on the City's website.

Wage Decision – Respondent shall meet the prevailing wage rate requirements established for this contract and shall reference the wage decision posted with this solicitation on the City's website.

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with Contract Documents for the amount(s) shown on the accompanying bid sheet(s). The work proposed to be done shall be accepted when fully completed and finished to the entire satisfaction of the City. The undersigned certifies all prices contained in this bid have been carefully checked and are submitted as correct and final. The bidder by submitting this bid and signing below, acknowledges that he/she has received & read the entire Bid and Contract document and agrees to be bound by the terms therein, has received all Addenda, and agrees to the terms, conditions, and requirements of the bidder's bid proposal and all documents listed in the tables above and the enabling Ordinance and associated documentation that form the entire Contract upon approval by the City Council.

Official Name of Company (legal): _____

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

PROJECT DESCRIPTION

1.1 PROJECT SCOPE

- 1.1.1 Typical work activities anticipated for this contract relate to storm water projects whose construction may include: storm sewers, culverts, inlets, channelization, detention ponds, and outfall reconstruction. This work may also include street reconstruction, such as pavement, sidewalks, driveways, concrete curbs, striping, signs, utility repairs and adjustment, necessary to complete storm water projects.
- 1.1.2 Project construction may include but is not limited to: reinforced concrete pipe, concrete box culverts, inlets, junction boxes, manholes, concrete riprap, headwalls, wingwalls, flowable fill, channel excavation, structural excavation, street excavation, sidewalks, driveways, concrete curbs, concrete retaining walls-combination type, street reconstruction, wheel chair ramps, asphalt replacement, removing and relocating mail boxes, topsoil, sodding, sidewalk pipe railing, concrete steps, guard rail, signage, adjusting existing manholes and meter boxes, utility repairs, service laterals and any other items required due to the site conditions to accomplish the project scope.

1.2 PERFORMANCE TIME

It is the Contractor's responsibility to provide sufficient work forces to accomplish the task orders as assigned and within the assigned schedules. The City does not guarantee that a Task Order will be issued within any specific timeline.

1.3 TASK ORDERS

- 1.3.1 It is the intent of the bid proposal to establish a fixed unit price for the various estimated line item quantities to be paid to the Contractor by the City during the term of this contract. Project Sites will be located throughout the City; however, they are unspecified at the time of bidding. At the discretion of the City, work for the individual construction sites will be assigned by way of the City's issuance of Task Orders through PRIMELink which will be issued throughout the term of this Task Order Contract. Such Task Order authorizations will identify the needed work items and their associated quantities. Any construction plans that may be necessary to complete the work will be provided at the time of a Task Order's Issuance.
- 1.3.2 The Contractor's ability to satisfactorily complete projects and within the approved construction schedules may affect the City's issuance of future Task Orders.
- 1.3.3 Work line items and quantities included in this Contract, as well as the entire bid value amount, are not guaranteed. Unit prices established shall remain valid throughout the duration of the Contract.

- 1.3.4 No direct payment shall be made for the following specification items as the Contractor shall include the cost of these items in various other bid items:
- 100.1 Mobilization
 - 100.2 Insurance and Bond
 - 101.1 Preparing Right-of-Way
 - 530.1 Barricades, signs and Traffic Handling
 - 540 Temporary Erosion, Sedimentation and Water Pollution Prevention and Control.
- 1.3.5 The responsibility of the Contractor to create and maintain a CPM Project Schedule as discussed in Article 1, General Provisions, Section 3.10, Contractor's Project Schedules, will not be a requirement for this contract.
- 1.3.6 Temporary Erosion, Sedimentation and Water Pollution Prevention and Control measures not specifically listed as bid items shall not be paid for directly but shall be included in the various bid items.
- 1.3.7 Excavation due to construction of curb, sidewalk, retaining walls, driveways, wheelchair ramps, and parkway grading (edge of pavement/curb to property line) shall not be paid for directly but shall be included in various other bid items of which it forms a component part.
- 1.3.8 As the project sites require, the Contractor shall acquire all required approvals and permits associated with the TPDES regulations of the Texas Commission on Environmental Quality. All associated fees and expenses related to these efforts will be the responsibility of the Contractor.

1.4 GENERAL CONSTRUCTION NOTES

- 1.4.1 COSA General Notes and Standard Construction detail sheets which may be applicable to this contract are available on the City's website located at: <http://www.sanantonio.gov/TCI/CurrentVendorResources/StandardSpecificationsandDetails.aspx>
- 1.4.2 The General Note #10 located on the City's website shall be replaced as follows:
 Note no. 10: Contractor shall notify all Utility Companies prior to construction to determine the location of existing utilities. Contractors shall notify the following at least forty-eight (48) hours prior to excavation operations:
- San Antonio Water System (SAWS) 704-7927
 - COSA Drainage 207-8052
 - COSA Traffic Signal Operations 207-7769
 - Texas State Wide One Call Locator 1-800-545-6005 or 811
 - CPS Energy 353-4357
 - Time Warner (877) 317-2738

- AT&T

(800) 246-8464

- 1.4.3 Prior to construction, the Contractor shall obtain all required storm water permits, fees and approvals. No construction or fabrication shall begin until the Contractor has received and thoroughly reviewed all permits required for construction in drainage easements, right-of-ways and floodplains.
- 1.4.4 The Contractor shall notify Storm Water Engineering at least 24 hours prior to the installation of any drainage facility within a drainage easement or street right-of-way not indicated on the construction plans.
- 1.4.5 The contractor is responsible for protecting existing drainage facilities from damage. Any damage to existing drainage systems, whether or not shown on the plans, shall be the responsibility of the contractor to repair at his expense. The Contractor shall notify Storm Water Engineering at 207-8022 as soon as conflicts with utilities are encountered or any drainage system is damaged during Construction.
- 1.4.6 No structure, fences, walls, landscaping or other obstructions that impede drainage shall be placed within the limits of the drainage easements shown on the construction documents.
- 1.4.7 Upon completion of trenching, the area will be backfilled and compacted to its original condition. Trenches/bore pits to be open and unattended longer than 24 hours shall be protected to withstand all hydrodynamic and hydrostatic forces and prevent downstream impacts. Trenches/bore pits to be open longer than 30 days after starting excavation shall be backfilled with a semi-permanent repair backfill.
- 1.4.8 Construction spoils will not be allowed to be deposited anywhere within a drainage easement, right-of-way or floodplain within the limits of the project and shall be disposed offsite in compliance with the current applicable regulations.
- 1.4.9 Improved sections of earthen channels and/or waterways will be vegetated by seeding or sodding. Eighty-five percent (85%) of the channel surface area must have established vegetation before the City of San Antonio will accept the channel for maintenance.
- 1.4.10 Contractor shall respond to all COSA inquiries within 24 business day hours.
- 1.4.11 It is anticipated that some project sites may require working time restrictions. No additional cost will be paid to the contractor for reduced working schedules.

1.5 CONSTRUCTION PHASING AND STAGING NOTES

- 1.5.1 Any questions regarding phasing or staging will be strictly handled by the Transportation & Capital Improvements Department which has complete authority

to make final decisions on any changes or modifications. The contractor must contact the City's construction inspector 48 hours in advance (not including weekends or holidays) of any minor street closure. It will be the contractor's responsibility to advise Construction Inspections ten (10) days in advance of any arterial street closure. This much time is necessary to install advisory signs and give the motorists a minimum of seven (7) days notice before street closure. The construction inspector, after having been notified, will contact the engineering office immediately to make the necessary arrangements. The temporary barricades and warning signs shall be located so as to afford the maximum protection to the public as well as construction personnel and equipment and to facilitate an expeditious flow of traffic at all times during construction.

- 1.5.2 If there are two (2) or more phases in the project, no more than two (2) phases of construction may be worked at one time, unless otherwise indicated in the plans. Partial construction at different scattered locations within the project will not be allowed. Projects that consist of distinct and separate areas may be under construction at the same time with COSA approval. All remaining streets within the project or separate area shall remain open at all times.
- 1.5.3 Unless otherwise indicated in the plans, two (2) phases in sequence may be worked at the same time in projects where there are at least three (3) phases. Such as Phase 1 and Phase 2 and before going to Phase 3, Phase 1 must be completed 100% with case material and approved densities (prime coated if base material is Item No. 200" Flexible Base") before beginning Phase 3. If there are only two (2) phases in the project, Phase 1 must be completed 100% with base material and approved densities (prime coated if base material is Item No. 200 "Flexible Base") before proceeding to Phase 2.
- 1.5.4 The plans are phased for street and storm drainage construction. No storm sewer construction will take place outside of the phasing limits under construction, unless specifically noted on the plans or authorized in writing by the COSA Project Manager.
- 1.5.5 All storm drainage pipes are not considered utilities, regardless of size. This work shall be part of the Phase.
- 1.5.6 Unless otherwise indicated in the plans, intersecting streets shall be constructed in stages so as to maintain access. Intersection work shall be done during weekend hours or as directed by the Engineer. No two adjacent intersections may be constructed simultaneously. With approval from the Engineer, the Contractor may close an entire intersection. The Contractor will be required to provide a detour plan for such a closure to the Engineer for approval.

1.6 CONSTRUCTION TRAFFIC NOTES AND SPECIAL CONDITIONS

- 1.6.1 It is the contractor's sole responsibility to see that all traffic control devices are properly installed and maintained at the job site in accordance with the plans, specifications and related industry standards and regulations. These notes do not, in of themselves, constitute a Traffic Control Plan. In the event that these plans do not include traffic control, or that the Contractor wishes to vary from traffic control included with these plans, he shall submit for review a Traffic Control Plan sealed by a Professional Engineer registered in the State of Texas, including a sign and barricade plan conforming to the requirements of the Texas Manual on Uniform Traffic Control Devices. The City's construction observer / inspector (COI) and the traffic engineering representative will only be responsible to inspect the traffic control devices being deployed. If, in the opinion of the traffic engineering representative and the COI, the traffic control devices do not conform to established standards or are incorrectly placed or are insufficient in quantity to protect the general public, the COI shall have the option to stop construction operations at no expense to the City until such time as the conditions are corrected by the contractor.
- 1.6.2 Prior to starting construction, the contractor shall contact the City of San Antonio Traffic Operations Section at 207-7769 for a traffic sign and traffic signal inventory. Prior to completion of the contract and removal of the barricades, the contractor shall again contact the Traffic Operations Section. The barricades shall not be removed until all applicable permanent traffic signs and signals are in place.
- 1.6.3 It is the contractor's responsibility to obtain and maintain temporary stop signs and all other traffic control devices required to protect the general public. If the City of San Antonio has removed permanent stop signs, the contractor shall request that the signs be returned to the construction site to be reinstalled by the contractor. All permanent signs or traffic control devices missing or damaged upon completion of construction shall be replaced at the contractor's expense.
- 1.6.4 The contractor must contact the City's COI 48 hours in advance (not including weekends) of any minor street closure. It will be the contractor's responsibility to advise the COI 10 days in advance of and arterial total street closure. This much time is necessary to install advisory signs and give the motorists a minimum of 7 days notice of the street closure. The COI after being notified will contact the traffic engineering office to make the necessary arrangements.
- 1.6.5 As work progresses, location of temporary traffic control devices will be adjusted and modified, as necessary by the contractor at contractor's expense.
- 1.6.6 If the need arises, additional temporary traffic control devices, special directional devices, and/or business name signs may be ordered by the traffic engineering representative at the contractor's expense.

- 1.6.7 Temporary traffic control devices shall conform to the City's "Typical Sign and Barricade Standards" sheets and to the Texas Manual on Uniform Traffic Control Devices.
- 1.6.8 The contractor must maintain all streets within project limits open to through traffic by repairing trenches, potholes, leveling up with asphalt, etc. at no direct payment, with the cost to be included in other items.
- 1.6.9 The contractor shall be responsible for providing suitable access accommodations for school children and pedestrians.
- 1.6.10 The contractor shall provide access for delivery of mail by the U.S. Postal Service.
- 1.6.11 The contractor shall provide for access to residences and all businesses at all times within all the phases of the work.
- 1.6.12 When construction work necessitates the utilization of vehicle paths other than the lanes normally used, traffic control markings no longer applicable shall be removed and approved temporary pavement markings and signs installed in accordance with Part VI-D of the Texas Manual on Uniform Traffic Control Devices.
- 1.6.13 After construction is completed and traffic is rerouted back to the original lanes, the traffic control markings and/or raised buttons that were originally removed from the existing pavement must be replaced. In addition, temporary markings must be removed. All of this is to be done at no direct payment; cost should be included in other items.
- 1.6.14 Permanent pavement markings shall be applied prior to the opening of the completed street to traffic. Temporary additional short-term expendable pavement markings may be provided prior to the application of permanent markings in minimum lengths of 36", or raised pavement markings to delineate continuity until such time as standard pavement markings in normal lengths can be placed at no direct payment.
- 1.6.15 All temporary traffic control devices, etc. shall be provided by the contractor without direct payment, unless otherwise noted or stated.
- 1.6.16 The COI will monitor the contractor's traffic control devices and will be responsible to furnish all residents and businesses with an information flyer on all jobs during construction.
- 1.6.17 Any damage to permanent traffic signals, the controller box, loops or conduits during or upon completion of the project shall be repaired or replaced at the contractor's expense. The decision to repair, as opposed to replace, the damaged equipment shall be made by the City's Traffic Engineer.

- 1.6.18 The contractor is responsible for repairing all streets outside of the project limits which are damaged due to construction activities. The replaced section must be approved by the City's Street Engineer. There will be no direct payment for this work. The cost is to be included in other items.
- 1.6.19 If split construction is shown, then the sanitary sewer shall be completed prior to beginning street and drainage construction, and traffic shall be maintained or detoured as directed by the Traffic Engineer. There will be no additional payment for the maintaining of traffic or detours.
- 1.6.20 The contractor shall provide the city an emergency telephone number for evenings, weekends, and holidays by the first working day of the project. This telephone number must be a commercial answering service. The answering service must be able to contact the contractor and have the contractor respond to the City staff within two hours of the initial contact.
- 1.6.21 The contractor shall maintain continuous access to all intersecting streets unless otherwise shown on these plans. When continuous access is scheduled to be blocked, the contractor shall contact the dispatchers for the Fire Department and EMS at (210) 227-5136 and the Police Department at (210) 207-7273, to apprise them of the pending street closure at least forty-eight hours in advance.. If the closure falls along a bus route, the contractor shall also contact VIA at (210) 362-2439.
- 1.6.22 The contractor shall maintain either the existing or temporary street name signs at each intersection onsite throughout construction. If the existing street name signs are used, they must be maintained in the condition encountered prior to the beginning of construction, and then be turned in to the City Inspector at the end of the project. If temporary signs are used during construction, they shall have a minimum of 4-inch letters, and may be fabricated with construction zone material (black legend on orange background, using plywood substrate, etc.).
- 1.6.23 During construction, cooperation in the use of the right-of-way with the City and various other Public Utilities and their contractors may be required to allow adjustments to be made by others.
- 1.6.24 Traffic control plans for projects under this contract may or may not be provided under this contract. Any such plans that may require the contractor to provide will not be elaborate and will require approval of the City of San Antonio.



Note: Addenda Acknowledgement Form for Addendum 1 is attached herein. This form must be signed and submitted with the bid package.

RECEIPT OF ADDENDUM NUMBER(S) 1 IS HEREBY ACKNOWLEDGED FOR PLANS AND

SPECIFICATIONS FOR CONSTRUCTION OF 2016-2016 TASK ORDER CONTRACT FOR STORM WATER PROJECT – 23-04120

FOR WHICH BIDS WILL BE OPENED ON TUESDAY, SEPTEMBER 22, 2015 AT 2:00 P.M.

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

Company Name: _____

Address: _____

City/State/Zip Code: _____

Date: _____

Signature

Print Name/Title