



## **ADDENDUM 1**

**PROJECT NAME: Texas A&M University Area Streets**

**DATE: January 14, 2025**

**PROJECT NO: 23-03921**

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

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### **GENERAL:**

1. The following changes and/or additions to the Contract Documents, via this addendum, must apply to proposals made for and to the execution of the various parts of the work affected thereby.
2. Careful note of the Addendum must be taken by all interested parties and all trades affected must be fully advised in their performance of the work involved.
3. This Addendum is hereby made part of the project requirements and contract documents for the above reference project. Ensure to acknowledge this Addendum in CivCast when downloading this Addendum. Acknowledgement of this Addendum is a requirement in order to submit bid in CivCast. This addendum consists of the items and their associated attachments as listed below:

### **A. ADMINISTRATIVE CHANGES TO BID DOCUMENTS:**

1. 010 Invitation for Bid (IFB) removed and uploaded
  - a. Estimated construction budget changed from \$6,598,202.00 to \$6,508,106.00
2. Insurance Requirements removed and uploaded
  - a. Estimated construction budget changed from \$6,598,202.00 to \$6,508,106.00
  - b. Umbrella Liability Coverage limit changed from \$8,000,000 to \$7,000,000

*David Rios*

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David Rios  
Procurement Manager  
Finance Department - Procurement Division

### **END OF ADDENDUM NO. 1**

# CITY OF SAN ANTONIO

Issued By: Public Works Department  
ID NO.: 23-03921

Date Issued: January 14, 2025

## (010) FORMAL INVITATION FOR BIDS (IFB) to CONTRACT Texas A&M University Area Streets

Online bidding is utilized via CivCast at <https://www.civcastusa.com/bids>. Online bid services will open for bidding on **Monday, January 8, 2025** and close on **Friday, February 7, 2025 at 2:00 P.M. CT**. Follow submittal instructions on <https://www.civcastusa.com/>. **Hard Copies will not be accepted for this solicitation.** Bids will be opened and the Bid Results will be posted on CivCast on the day of the bid deadline. Bid Results will be read aloud utilizing WebEx. Access WebEx by phone at **1-415-655-0001** and/or <https://www.webex.com/> with Access Code: 1770 23 1452, Password: 3HrMPWvWr58.

A Non-Mandatory Pre-Bid meeting will be held through WebEx on **Wednesday, January 15, 2025 at 10:00 A.M. CT**. Access the WebEx by phone at **1-415-655-0001** and/or <https://www.webex.com/> with Access Code: 2866 829 5376, Password: XptkbHyR743. **The Deadline for questions is scheduled for January 22, 2025 at 4:00PM (CT).**

A site visit will be held on **Wednesday, January 15, 2025 at 2:00PM (CT)**, for interested bidders who have signed up in advance with **Hannah Haifa, Procurement Specialist II**, at [Hannah.Haifa@sanantonio.gov](mailto:Hannah.Haifa@sanantonio.gov) by **January 13, 2025, at 4:00 PM (CT)**. Site visit location is at **Texas A&M University – San Antonio, located at One University Way, San Antonio, TX 78224.**

The estimated construction budget for this contract is **\$6,508,106.00**

CoSA:	SAWS Sewer:	SAWS Water:	CPS Energy:
\$6,207,307.70	\$13,282.50	\$3,896.20	\$283,619.60

This invitation includes the following Contract Documents which are required downloads in CivCast:

010	Invitation for Bids	081	General Conditions for Construction Contracts
020	Contract Signature Page	095	SAWS Special Conditions
040	Standard Instructions to Respondent	<input type="checkbox"/>	Subcontractor/Supplier Utilization Plan
041	Certificate of Interested Parties (TEC Form 1295)	<input type="checkbox"/>	Local Preference Program Identification Form
050.01	SBEDA Guidelines	<input type="checkbox"/>	VOSB Program Tracking Form
060	Supplemental Conditions	<input type="checkbox"/>	Wage Decision
075	Performance Bond	<input type="checkbox"/>	Insurance Requirements
076	Payment Bond	<input type="checkbox"/>	Heat Illness Prevention Acknowledgment Form

The City of San Antonio point of contact for this solicitation is **Procurement Specialist II, Hannah Haifa**, [Hannah.Haifa@sanantonio.gov](mailto:Hannah.Haifa@sanantonio.gov). Questions are to be submitted in writing in the Questions and Answers section on CivCast. Bidder understands and agrees to the responsibility for obtaining any and all addenda and adhering to all requirements in addenda. City is not responsible for incorrect information obtained through other sources.

Bid Documents must contain “**Legal Name of Company**” as listed by the Texas Secretary of State Registry (<http://www.sos.state.tx.us/>). The documents required in CivCast (fully completed and with digital signatures) constitute the required information to be submitted as a part of the bid proposal.

The following documents constitute the required information to be submitted as a part of the bid proposal and are required uploads in CivCast:

020	Contract Signature Page	<input type="checkbox"/>	Local Preference Program Identification Form
<input type="checkbox"/>	Bid Bond	<input type="checkbox"/>	VOSB Program Tracking Form
<input type="checkbox"/>	Subcontractor/Supplier Utilization Plan	<input type="checkbox"/>	Heat Illness Prevention Acknowledgment Form
<input type="checkbox"/>	TEC Form 1295 Certification Number & Date		

It is understood and agreed that the work is to be substantially completed on or before 304 calendar days. This project **does not** include hazardous environmental work. This project requires 2 project sign(s).

**Small Business Economic Development Advocacy (SBEDA) Program** – Respondents shall meet the subcontracting requirements as stated on 050.01 Form and on the *Subcontractor/Supplier Utilization Plan* posted with this solicitation on the City’s website. The *Subcontractor/Supplier Utilization Plan* will be determined off of the base bid amount.

**Local Preference Program Ordinance** – For more detailed information on the Local Preference Program Ordinance, see solicitation document “040 Standard Instructions to Respondent”, section 5.

**Veteran-Owned Small Business Preference Program** – For more detailed information on the Veteran-Owned Small Business Preference Program, see Ordinance No. 2013-12-05-0864 and solicitation document “040 Standard Instructions to Respondent”, section 6.

**Responsible Bidder Ordinance** – For more detailed information on the Responsible Bidder Ordinance, see Ordinance No. 2023-01-26-0041 and solicitation document “040 Standard Instructions to Respondent”, section 7.

**Heat Illness Ordinance** – For more detailed information on the Heat Illness Ordinance, see Ordinance No. 2023-08-31-0585 and General Conditions for Construction Contract, Article X.1.5 and Art.X.2.3(a).

**Bid Protest Procedures** – See solicitation document “040 Standard Instructions to Respondent”, section 11.

**Wage Decision** – Bidder 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.



## **INSURANCE REQUIREMENTS**

*Effective 10/1/2022*

No later than 30 days before the scheduled event, CONTRACTOR/CONSULTANT must provide a completed Certificate(s) of Insurance to CITY's Finance Department. The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
- properly endorsed and have the agent's signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. 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.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR/CONSULTANT certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CONTRACTOR/CONSULTANT shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'S/CONSULTANT'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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. If the CONTRACTOR/CONSULTANT claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

CONTRACTOR/CONSULTANT must require, by written contract, that all subcontractors/subconsultants providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR/CONSULTANT and provide a certificate of insurance and endorsement that names CONTRACTOR/CONSULTANT and CITY as additional insureds. CONTRACTOR/CONSULTANT shall provide CITY with subcontractor/subconsultant certificates and endorsements once the subcontractor/subconsultant starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR/CONSULTANT must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio  
Finance Department  
Purchasing Division – Construction Services  
P.O. Box 839966  
San Antonio, TX 78283-3966

CONTRACTOR’S/CONSULTANT’S insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and 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. The endorsement requirement is not applicable for workers’ compensation and professional liability policies.
  
- Endorsement that the “other insurance” clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY’s insurance is not applicable in the event of a claim.
  
- CONTRACTOR/CONSULTANT shall submit a waiver of subrogation to include, workers’ compensation, employers’ liability, general liability and auto liability policies in favor of CITY; and
  
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CONTRACTOR/CONSULTANT shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONTRACTOR’S/CONSULTANT’S performance should there be a lapse in coverage at any time during this Agreement. 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 CONTRACTOR’S/CONSULTANT’S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR/CONSULTANT to stop work and/or withhold any payment(s) which become due to CONTRACTOR/CONSULTANT under this Agreement until CONTRACTOR/CONSULTANT demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which CONTRACTOR/CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONTRACTOR’S/CONSULTANT’S or its subcontractors/subconsultants performance of the work covered under this Agreement.

CONTRACTOR’S/CONSULTANT’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.

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

CONTRACTOR/CONSULTANT and any subcontractor/subconsultant are responsible for all damage to their own equipment and/or property result from their own negligence.

## **INDEMNIFICATION**

**CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the 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 the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor or subcontractor of CONTRACTOR, 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 CONTRACTOR 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, CONTRACTOR agrees to indemnify, defend, and hold 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. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

**PROJECT:** Texas A&M University Area Streets

TYPE	AMOUNTS
<p>1. Workers' Compensation</p> <p>2. Employers' Liability</p>	<p>\$ 1,000,000 E.L. each accident</p> <p>\$ 1,000,000 E.L. Disease - each employee</p> <p>\$ 1,000,000 E.L. Disease - policy limit</p>
<p>3. Commercial General Liability Insurance to include coverage for the following:</p> <p>Premises/Operations</p> <p>Products/Completed Operations</p> <p>Personal/Advertising Injury</p> <p>Explosion, Collapse, Underground</p> <p>Contractual Liability</p>	<p>For Bodily Injury and Property Damage of:</p> <p>\$ 1,000,000 per occurrence;</p> <p>\$ 2,000,000 general aggregate, or its equivalent in umbrella liability coverage must include per project aggregate.</p>
<p>4. Business Automobile Liability:</p> <p>Owned/leased vehicles</p> <p>Non-owned vehicles</p> <p>Hired Vehicles</p>	<p>Combined Single Limit for Bodily Injury and Property Damage of:</p> <p>\$ 1,000,000 per occurrence</p>
<p>5. Umbrella Liability Coverage</p>	<p>\$ 7,000,000 per occurrence combined limit</p> <p>Bodily Injury (including death) and Property Damage.</p>
<p>6. Builder's Risk</p> <p>Not applicable for this contract</p> <p>(Departments may adjust the BR limits for Task Orders and Job Orders but not less than \$1M.)</p>	<p>All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.</p>
<p>7. Installation Floater</p> <p>Not applicable for this contract</p>	<p>All Risk Policy written on an occurrence basis for 100% replacement cost of "equipment &amp; materials" to be installed to any new or existing structure.</p>
<p>8. Environmental Insurance - Contractor's Pollution Liability (Claims-made coverage)</p>	<p>\$ 1,000,000 per occurrence</p> <p>\$ 2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation.</p>
<p>Additional Requirements:</p> <p>NA</p>	

PROJECT SCOPE: Construction Services Only. No Design Services Involved.

Project designed by M.W. Cude Engineers through City contract.

Construct roadway improvements to include sidewalks, driveway approaches, drainage, and other improvements as applicable and within available funding. This project includes phased improvements to Perimeter Loop Road to consist of construction of 4,700 ft of new roadway with two 12.5-ft travel lanes (one lane in each direction), curb and gutter, drainage infrastructure and a 11-ft shared use path.

ESTIMATED CONSTRUCTION BUDGET: \$6,508,106.00