



ADDENDUM 3

SUBJECT: Formal Invitation for Bid – 2022 Bond Program – Pedestrian Mobility & Streets Task Order Contract Pkg 4, (23-03894-4), Scheduled to Close: October 03, 2025; Date of Issue: August 11, 2025

FROM: Jaime E. Contreras
Procurement Manager

DATE: September 26, 2025

THIS NOTICE SHALL SERVE AS ADDENDUM NO. 3 - TO THE ABOVE REFERENCED INVITATION FOR BID

The following revisions and/or additions to the Contract Documents, as outlined in this Addendum, shall apply to all submittals and the execution of the applicable portions of the work.

All interested parties and affected trades are required to thoroughly review this Addendum and incorporate its contents into their respective scopes of work.

This Addendum is hereby incorporated into the project requirements and Contract Documents for the referenced project. Bidders must acknowledge receipt of this Addendum in CivCast when downloading. Acknowledgment is a mandatory requirement for bid submission in CivCast.

This Addendum includes the following items, and any associated attachments as listed below.

THE ABOVE-MENTIONED INVITATION FOR BID IS HEREBY AMENDED AS FOLLOWS:

- 1) **UPDATED:** Pursuant to the City of San Antonio City Manager's direction regarding SBEDA ordinance application to certain contracts memo issued on September 10, 2025, the contracting goals for this solicitation have been updated to including **only** a **seven percent (7%) Small Business Enterprise (SBE) Contracting Goal**. The memo can be accessed via the following link: <https://www.sa.gov/files/assets/main/v/1/edd/documents/sbEDA-ordinance-memo.pdf>

The SBEDA attachments and forms that have updated on CivCast for this Invitation for Bid are:

- 050.01 SBEDA Guidelines
- Subcontractor/ Supplier Utilization Commitment Form
- Pre-Bid Meeting Presentation including SBEDA language is attached and will be posted as a separate file.

- 2) **REVISED:** The following dates have been revised:

- a. The bid submittal deadline has been extended to October 07, 2025, at 2:00 PM CT.

ADMINISTRATIVE CHANGES TO SOLICITATION DOCUMENTS

1. REVISIONS SUBMITTED TO WAGE DECISION

- a. Current: General Decision Number: TX20250007 01/03/2025
- b. Revised: General Decision Number: TX20250291 09/19/2025

Jaime E. Contreras

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Finance Department - Procurement Division

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**SMALL BUSINESS ECONOMIC DEVELOPMENT
ADVOCACY (SBEDA) PROGRAM
2022 Bond Program - Pedestrian Mobility & Streets Task Order Contract Package 4
Exhibit 1**

A. SBEDA Program

The City of San Antonio (the “City”) has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2024-12-05-0997 and as amended, also referred to as “SBEDA” or “the SBEDA Program”), which is posted on the City’s Economic Development Department (“EDD”) website page and is also available in hard copy format upon request to the City. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA 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.

B. Affirmative Procurement Initiatives

The City has applied the following contract specific SBEDA Tools, referred to as Affirmative Procurement Initiatives (APIs), to this contract. By submitting its bid, **CONTRACTOR certifies that understands and agrees that failure to submit EITHER a Utilization Plan/Commitment Form (as applicable) showing a commitment to the contracting APIs (when applicable) or a Waiver Request for such contracting APIs may deem Contractor’s response UNRESPONSIVE.** Contractor further understands the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent EDD’s granting of a waiver, the contractor shall hereby acknowledge that its full compliance with the following API terms and conditions are necessary to attain satisfactory performance under this Agreement:

SBE Contracting Program: In accordance with SBEDA Ordinance Section III D. (2), this contract is being awarded pursuant to the SBE Contracting Program. CONTRACTOR agrees to subcontract or self-perform at least **seven percent (7%)** of its prime contract value to SBEDA eligible, SBE certified firm.

If the Prime CONTRACTOR is a SBEDA eligible, SBE certified firm, then the CONTRACTOR is allowed to self-perform up to the entire contracting goal amount with its own forces. To the extent that the certified Prime CONTRACTOR does not self-perform a portion of the contracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is contracted.

The CONTRACTOR shall submit a **Subcontractor/Supplier Commitment Form** to City with its response for this contract. Failure to include a completed, signed copy of the Subcontractor/Supplier Commitment Form acknowledging the contracting goals for this

solicitation will render this response NON-RESPONSIVE. If awarded, CONTRACTOR agrees to submit a **Change of Utilization Plan Form** that contains the names of the certified ESBE and SBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each ESBE and SBE Subcontractor, and documentation including a description of each listed Subcontractor's scope of work and confirmation of each's commitment to perform such scope of work for an agreed upon dollar amount

CONTRACTOR understands that failure to attain a contracting goal for ESBE and SBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the City and shall be subject to any penalties and sanctions available under the terms of the SBEDA Ordinance, its contract with the City or by law, unless the Prime has successfully submitted a Post-Award Contracting Goal Waiver as indicated herein.

C. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that a Utilization Plan and Commitment Form are requirements of this solicitation and the resulting contract, if awarded, and that by submitting its Response, Respondent commits to comply with these requirements, unless Respondent has submitted at the time of solicitation one of the following:

Following award, a vendor may request a full or partial Post-Award Vendor Subcontracting Waiver of a specified contracting goal(s) by submitting the Post-Award Vendor Contracting Wavier Request Form (available at <http://www.sanantonio.gov/EDD/Forms.aspx>) with a Change of Utilization Plan (if applicable). The Post-Award Vendor Contracting Wavier Request Form request must fully document Subcontractor unavailability despite the Vendor's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Vendor including, but not limited to, which Subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. More information on the good faith effort criteria is available within the Contracting Goal Waiver Request Evaluation Criteria at <http://www.sanantonio.gov/EDD/Forms.aspx>.

Exception Request - A Respondent may request, for good cause, an exception to City's application of the SBEDA Program to the solicitation if the Respondent submits the Exception to SBEDA Program Requirements Request form (available at <http://www.sanantonio.gov/EDD/Forms.aspx>) with its solicitation response. The Respondent's exception request must fully document which of the following exceptions exists: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered. Note: This form may not be used for requesting a waiver of a solicitation's subcontracting goals. A Contracting Goal Waiver Request form must be used for that purpose.**

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 Economic Development Department and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, Emerging, Small, Minority and/or Woman-Owned Enterprises (E/S/MWBE) 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 EDD, 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 EDD investigation (and shall also respond truthfully and promptly to any CITY or EDD inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its subcontractors or suppliers;
3. CONTRACTOR shall permit the EDD, 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 notify the EDD, 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 EDD.

5. CONTRACTOR shall immediately notify the Originating Department and EDD 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 EDD determines that a Commercially Useful Function is not actually being performed by the applicable E/S/MWBE firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its E/S/MWBE Subcontractor(s) or joint venture partner(s) toward attainment of E/S/MWBE or utilization goals, and the CONTRACTOR and its listed E/S/MWBE 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 for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. CITY recommends all Subcontractors to be registered in the CVR.
9. CONTRACTOR acknowledges and agrees that any misrepresentations and/ or changes in declaration of Personal Net Worth (PNW) for the purpose of SBEDA eligibility, for the majority owners, will be grounds for terminating any contract or subcontract which may be awarded; denial or revocation of certification; suspension and debarment; and for initiating action under federal and/or state law concerning false statement, fraud, or other applicable offenses. The Economic Development Department reserves the right to request supporting documentation to confirm an owner's personal net worth is below the limit. Failure to meet or maintain the PNW requirements for the duration of the contract or otherwise comply with the provisions of this eligibility requirement shall be considered a material breach of contract and shall be subject to any penalties and sanctions available under the terms of the SBEDA Ordinance, its contract with the City or by law.

E. 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 ESBE, SBE, MBE, WBE, M/WBE, 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 E/S/MWBE ;
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 E/S/MWBE 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. 1\0. 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 E/S/MWBE 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).

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 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, 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. Definitions

Affirmative Procurement Initiatives (API) – refers to various race- and gender-neutral and race- and gender-conscious program tools that are used to encourage greater prime and subcontractor participation by Small Business Enterprises (SBEs), Emerging Small Business Enterprises (ESBEs), M/WBEs, and Emerging Minority and Woman-Owned Business Enterprises (E/M/WBEs) including evaluation preferences and contracting goals.

Annual Aspirational Goal – annual aspirational percentage goals for overall M/WBE Prime and Subcontractor participation in City contracts for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies Industry Categories. This Annual Aspirational Goal is to be set annually by the EDD based upon the M/WBE availability by Industry Category in accordance with the City's 2023 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its Central Vendor Registry (CVR) system. Annual Aspirational Goals are intended to serve as a benchmark against which to measure the overall effectiveness of the E/S/MWBE Program on an annual basis.

Aspirational Contracting Program - an API in which Respondents/Prime Contractors strive to contract a specified aspirational percentage of the value of total contract dollars to eligible SBEs, ESBEs, M/WBEs, and/or E/M/WBEs (E/S/MWBEs). Such Aspirational Contracting Program goals may be set and applied by the EDD on a contract-by-contract basis to those types of contracts that provide actual or perceived scope of work opportunities for performing Commercially Useful Functions by E/S/MWBEs. Further, a race- and gender-conscious application of the Aspirational Contracting Program shall consider whether the following is true before application:

- (1) There have been ongoing disparities in the utilization of available M/WBEs; and
- (2) Race- and gender-neutral efforts have failed to eliminate persistent and significant disparities in the utilization of M/WBEs in a particular Industry Category or industry segment.

When specified by the EDD, the Aspirational Contracting Program API may require a Respondent/Prime Contractor to demonstrate a Good Faith Effort (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation) toward attainment of the non-mandatory Aspirational Contracting Program goals for E/S/MWBE s. Note that if the Respondent/Prime Contractor is an eligible E/S/MWBE s, then the Respondent/Prime Contractor may self-perform up to the entire E/S/MWBE contracting goal amount with its own forces so long as it possesses the E/S/MWBE certification(s) as the Aspirational Contracting Program goal set on the contract. To the extent that the eligible E/S/MWBE Respondent/Prime Contractor does not self-perform a portion of the E/S/MWBE contracting goal, it shall be responsible for complying with all other requirements of this API, as necessary. Joint venture Respondents/Prime Contractors are permitted to count payments to E/S/MWBE joint venture partner(s) toward self-performance of the Aspirational Contracting Program goal provided such partner(s) has the certification(s) set on the contract.

Award – the final selection of a Respondent for a specified Prime Contract or Subcontractor dollar amount. Contract awards are made by the City to Prime Contractors and by Prime Contractors to Subcontractors, usually pursuant to a solicitation process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are paid to a contractor under an awarded contract).

Best Value Contracting – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent's previous experience and quality of product or services procured, and other factors identified in the applicable statute.

Central Vendor Registration System (CVR) – a electronic system through which the City recommends all prospective Prime Contractors and Subcontractors register if they are ready, willing and able to sell goods or services to the City. All businesses awarded a City contract shall be required to register in the CVR. 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 EDD for measuring relative availability of SBE, ESBE, M/WBE, and E/M/WBEs by Industry or commodity codes, and for establishing Annual Aspirational Goals and contract-by-contract Contracting Goals. The CVR is also known as the San Antonio electronic Procurement System (SAePS).

Certification – the process by which the SBD staff determines a firm to be a bona-fide small, minority, woman-owned, or emerging small business enterprise (E/S/MWB). ESBEs are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each status category (e.g., SBE, ESBE, Minority Business Enterprise (MBE), or Woman Business Enterprise (WBE)) for which it is able to satisfy eligibility standards. The SBD staff may contract these services to a Certification agency or other entity. For purposes of Certification, the City may in its discretion accept 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 EDD,

provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section 111.E.3.

Certification Application - this form shall be completed by vendors when applying for Certification and/or re-Certification status for participation in the City of San Antonio's E/S/MWBE Program.

City – refers to the City of San Antonio, Texas.

Commercially Useful Function – an SBE, ESBE, M/WBE, and/or E/M/WBE (E/S/MWBE) performs a Commercially Useful Function when it is responsible for execution 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 E/S/MWBE 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 E/S/MWBE is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the E/S/MWBE is to be paid under the contract is commensurate with the work it is actually performing and the E/S/MWBE credit claimed for its performance of the work, and other relevant factors. Specifically, an E/S/MWBE 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 E/S/MWBE participation, when in similar transactions in which E/S/MWBEs do not participate, there is no such role performed.

Contracting Program - an API in which Respondents/Prime Contractors are required to make Good Faith Efforts to contract a specified percentage of the value of total contract dollars to eligible SBE, ESBE, M/WBE, and/or E/M/WBEs (E/S/MWBE s). Such Contracting Program goals may be set and applied by the EDD on a contract-by-contract basis to those types of contracts that provide scope of work opportunities for performing Commercially Useful Functions for E/S/MWBE s. Further, a race- and gender-conscious application of the Contracting Program shall consider whether the following is true before application:

- (1) There have been ongoing disparities in the utilization of available M/WBEs; and
- (2) Race- and gender-neutral efforts have failed to eliminate persistent and significant disparities in the utilization of M/WBEs in a particular Industry Category or industry segment.

When specified by the EDD, the Contracting Program API may require a Respondent/Prime Contractor to demonstrate a Good Faith Effort (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of Contracting Program goals for E/S/MWBE s. Note that if the Respondent/Prime Contractor is an eligible E/S/MWBE , then the Respondent/Prime Contractor may self-perform up to the entire E/S/MWBE Contracting Program goal amount with its own forces so long as it possesses the E/S/MWBE certifications as the Contracting Program goal set on the contract. To the extent that the eligible E/S/MWBE Respondent/Prime Contractor does not self-perform a portion of the E/S/MWBE Contracting Program goal, it shall be responsible for complying with all other requirements of this APL Joint venture Respondents/Prime Contractors are permitted to count payments to E/S/MWBE joint venture partner(s) toward self-performance of the Contracting Program goal provided such partner(s) has the certification(s) set on the contract.

Control – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

Economic Inclusion – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

Emerging SBE (ESBE) – a certified SBE whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration and meets the Headquarter requirements as defined herein.

Emerging M/WBE (E/M/WBE) – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration and meets the Headquarter requirements as defined herein.

Evaluation Preference – an API that may be applied by the EDD to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by SBEs and/or ESBEs may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Respondents.

Formal Solicitation – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

Good Faith Efforts – documentation of the Respondent's intent to comply with SBE, ESBE, M/WBE, and/or E/M/WBE (E/S/MWBE) Contracting Program goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent's commitment to comply with E/S/MWBE Program goals as established by the EDD for a particular contract; or (2) documentation of efforts made toward achieving the E/S/MWBE contract goals (e.g., solicitations of bids/proposals/qualification statements from all certified E/S/MWBEs listed in the EDD's directory of eligible E/S/MWBE s; correspondence from certified E/S/MWBEs documenting their unavailability to perform on the contract; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for E/S/MWBE s; documentation of a Prime Contractor's posting of a bond covering the work of certified E/S/MWBE Subcontractors; documentation of efforts to assist E/S/MWBEs with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of E/S/MWBEs in order to identify certified and available E/S/MWBE Subcontractors.)

Graduation - a SBE, ESBE, M/WBE, and E/M/WBE (E/S/MWBE) is longer eligible for the City's E/S/MWBE program when it meets the criteria for graduation set forth in Section III.E.4 of this Ordinance. A firm 's graduation or temporary suspension from the E/S/MWBE program does not necessarily affect its eligibility to be recertified and to participate in the City's E/S/MWBE Program as an E/S/MWBE at a later time, in accordance with recertification procedures found in the SBEDA Policy and Procedures Manual.

Headquarter - the main, centralized location of an entity's executives, management and/or key staff and all its functions to direct and manage the enterprise, including operational decisions and oversight of overall business activities. To qualify for this Program, a SBE, ESBE, M/WBE, and/or E/M/WBE must be headquartered within the Relevant Marketplace.

Independently Owned and Operated – ownership of an SBE, ESBE, M/WBE, and/or E/M/WBE (E/S/MWBE) must be direct, independent and by Individuals only. Ownership of an E/S/MWBE may be by Individuals and/or by other businesses provided the ownership interests in the E/S/MWBE can satisfy the E/S/MWBE eligibility requirements for ownership and Control as specified herein in Section III. E. 3. The E/S/MWBE 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 E/S/MWBE) satisfy the eligibility requirements for E/S/MWBE Certification.

Individual – an adult person that is of legal age of majority in the state of Texas.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering, 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.”

Joint Venture Incentives – an API that provides an incentive for non-E/S/MWBEs to collaborate with SBEs partners in responses to solicitations and performing as a Prime Contractor. The incentive under this API includes Evaluation Preferences that are tied to the percentage of SBE participation in the joint venture. Joint ventures are manifested by written agreements 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.

Leases and Concessions - the renting of City-owned space on a contractual basis for the purpose of making a profit by selling a commodity/service.

Minority/Woman Business Enterprise (M/WBE) – firm that is certified as either a Minority Business Enterprise or Woman 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.

Minority Business Enterprise (MBE) - a legal entity that is organized to engage in for-profit transactions, which is certified 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 Headquarter requirement as defined herein. Unless otherwise stated, the term "MBE" as used in this Ordinance is not inclusive of 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 with origins in any of the black racial groups of Africa.

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 for which a solicitation is issued and is primarily responsible for the management of the contract.

Payment – dollars paid to Prime Contractors and/or Subcontractors for City contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts (e.g., up to 20 points out of a total of 100 points assigned for SBE and/or ESBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City for purposes of providing goods or services for the City.

Relevant Marketplace – the geographic market area affecting the E/S/MWBE Program as determined for purposes of collecting data to analyze utilization and availability in the 2023 Disparity Study, and for determining E/S/MWBE eligibility for participation under various programs established by this Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSAs), 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.

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 E/S/MWBE Program requirements, including submission of required Utilization Plan and Commitment Forms or Waivers.

Segmented Contracting Program - the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for contract-by-contract M/WBE Contracting/ Aspirational Program goals on a City contract wherein an overall combined M/WBE Contracting Program goal is accompanied by subsets of one or more smaller goals. Such Segmented M/WBE Contracting Program goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African Americans or Hispanic Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs.

Small Business Economic Development Advocacy (SBEDA) Committee - an eleven-member citizens committee made up of business stakeholders and members of the general business community, and appointed by the City Council as an advisory group to: (a) assist the Director of EDD or designee, the City Manager or designee, and City Council in reviewing the continuing programs for Prime Contractors and Subcontractors that promote SBE, ESBE, M/WBE, and/or E/M/WBE participation; (b) coordinate activities and actions with the City Council Economic and Workforce Development Committee (EWDC) or corresponding committee designated by the Mayor and/or City Council; (c) make recommendations to the Director of EDD or designee, the City Manager or designee, and City Council concerning modifications of such programs and procedures established pursuant to this Ordinance; and (d) evaluate and provide feedback on SBEDA program outcomes and objectives, as listed in this Ordinance (i.e., attainment of Annual Aspirational Goals and Annual Marketing Plan).

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), meets the Department of Transportation's personal net worth standard, and meets the Headquarter requirements as defined herein.

Small/Minority/Woman Business Enterprise (E/S/MWBE) Directory - a listing of SBE, ESBE, M/WBE, and/or E/M/WBEs that have been certified for participation in the City's E/S/MWBE Program APIs.

E/S/MWBE Program - the combination of SBE Program, ESBE Program, M/WBE Program, and/or E/M/WBE Program features contained in this Ordinance.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor’s performance under a contract or purchase order with the City.

Utilization Plan Documentation - a binding part of the contract which includes the name of all Subcontractors to be utilized in the contract, specifying the SBE, ESBE, M/WBE, and/or E/M/WBE

(E/S/MWBE) Certification category for each, as approved by the EDD Director or designee. Additions, deletions or modifications of the utilization amounts or substitutions or deletions of E/S/MWBE Subcontractors requires an amendment to be approved by the EDD Director or designee. Failure to submit this documentation when required by a solicitation, without the submission of a Waiver at the time of bid, may render the proposal Nonresponsive.

Woman Business Enterprises (WBEs) – a legal entity that is organized to engage in for-profit transactions, that is certified for purposes of this Ordinance as being 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 Headquarter requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Ordinance is not inclusive of MBEs.

**City of San Antonio
Subcontractor/Supplier Utilization Commitment Form**

SOLICITATION NAME: **2022 Bond Program - Pedestrian Mobility & Streets Task Order Contract Package 4**

PRIME NAME:

SBEDA TOOLS APPLIED

Prime Points

N/A	
N/A	

Contracting Goals

7%	Small Business Enterprise (SBE)
N/A	
N/A	
N/A	

☐ No Mentorship Program Requirement

Please acknowledge the statements below by initialing the box:

☐

In responding to this solicitation, I hereby affirm my firm's commitment to meet the SBEDA Program Requirements as indicated in the solicitation and listed above.

☐

I understand that for a Subcontractor/consultant to count toward City required contracting goal(s), the Subcontractor/consultant must be SBEDA eligible and have the same certification(s) as the City required goal(s).

☐

I understand that to be SBEDA eligible, a Prime or Subcontractor must be certified as a Small Business Enterprise (SBE) through the South Central Texas Regional Certification Agency (www.SCTRCA.org), they must be headquartered in the San Antonio Metropolitan Statistical Area **AND** each majority owner's Personal Net Worth may not exceed \$2.047 million.

☐

I understand my firm is required to submit the Change of Utilization Plan to the City on a quarterly basis based on the job order, on-call, and/or indefinite delivery contracts reporting schedule resulting from this solicitation (except for the last quarter of this contract term, during which my firm shall submit for each accepted task order).

☐

I understand in the absence of a Post-Award Vendor Subcontracting Waiver granted by the EDD, the failure of my firm to meet these subcontracting goals (as applied) for E/S/M/WBE participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and subject to penalties and/or sanctions available under the terms of this Agreement for violation of the SBEDA Ordinance, or under any other law.

☐

I understand that when the the Mentorship Program API is applied, I am required to register as a Mentor at besanantonio.com within 30 calendar days of being sent the award letter for this contract. All Prime Consultant, Contractor and Joint venture entities will be required to register and serve as a Mentor for two years and comply with all provisions of the Mentorship Program Manual.

☐

I understand that the failure to include a completed, signed copy of this Commitment Form to acknowledge the SBEDA Program Requirements for this solicitation will render this response NON-RESPONSIVE.

Prime's Authorized Agent:

Name:

Sign and Date:

Invitation for Bid Pre-Bid Meeting
2022 Bond Program
Pedestrian Mobility & Streets TOC Pkg 4 & 5



Pkg 4 - 23-03889-4
Pkg 5 - 23-03889-5



Wednesday, August 27, 2025 at 1:30PM

Sign-In Instructions



Everyone attending today's conference **is highly encouraged** to scan the QR Code with your phone/tablet or click/type the URL link on your computer and complete the Sign-In Form.

All information provided by you on this form may be posted on the City's website, or otherwise disseminated publicly. By including this information, you hereby affirmatively consent to the release of the information you provide.

By signing in, this will confirm your attendance for today's meeting. If you do not complete the form, your information will not be added to the sign in sheet and may miss critical updates should the City need to release notifications. The QR code will not be available after the meeting.



Sign-In Form: <https://forms.office.com/g/817jF4r4Ed>

Introductions



City Staff Only:

We will begin with City staff introductions who are attending today's meeting.

**PLEASE HOLD ALL QUESTIONS UNTIL THE END
OF THE PRE-BID MEETING**

Submission Instructions



Online submission will be utilized via CivCast at:

www.civcastusa.com/bids

- Solicitation was released on August 18, 2025; and is due on:
Pkg 4 – September 19, 2025, at 2:00 P.M. CT.
Pkg 5 – September 23, 2025, at 2:00 P.M. CT.
- **Hard or emailed copies of proposals will not be accepted.**
- Company/Firm legal name must match the Texas Secretary of State website listing.

Restriction on Communications



- No communication with 1) City Officials from the release of the solicitation until the contract is posted for consideration as an “A Session” agenda item and 2) City Staff from the release of the solicitation until Contract Award except:
 - Questions at today’s pre-bid meeting;
 - Economic Development Department (EDD) can be reached until the submittal deadline to address SBEDA questions only;
 - Submit written questions by 4:00 P.M. CT, September 05, 2025.
- Failure to adhere to the restrictions on communications policy may lead to disqualification of Respondent’s submittal from consideration.
- City staff can reach out to Respondents to clarify documents submitted and to begin negotiations once evaluation is completed, if applicable.

Timeline

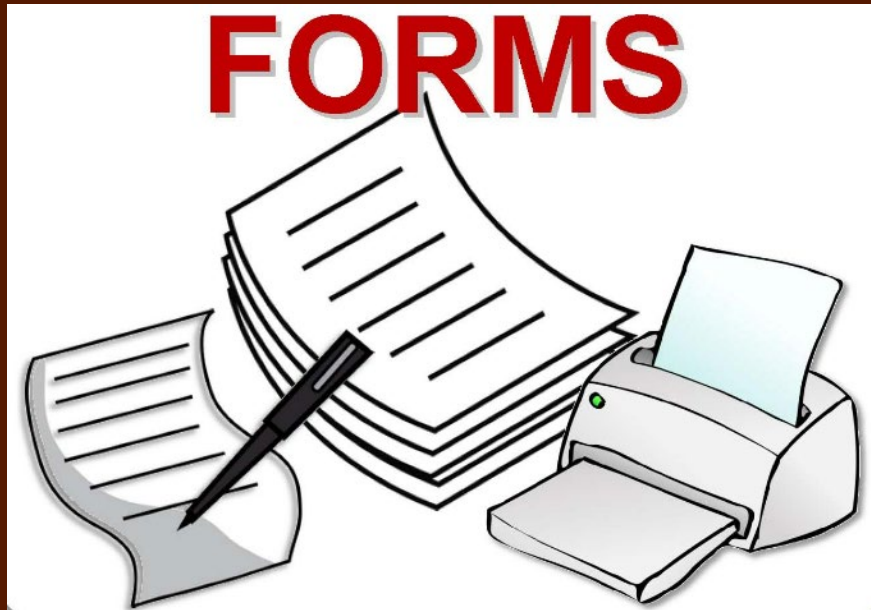


Important Dates & Times	Topic
August 18, 2025	Advertisement Date
August 27, 2025	Pre-Bid Meeting
September 5, 2025, 4:00PM	Deadline for Written Questions via CivCast www.civcastusa.com
Pkg 4 – September 19, 2025 – 2 PM Pkg 5 – September 23, 2025 – 2 PM	Bid Submittal Deadline **Please remember to click the “Submit Bid” button. If not, your bid will <u>not</u> be received by the City**

Solicitation Details

- Online bidding will be utilized via CivCast: www.civcastusa.com
- Type of Solicitation: **Invitation for Bid (IFB)**
- Calendar Days: **720**
- Workweek: 6 days
- Estimated Construction Budget: **\$6,100,000.00**
- SBEDA Requirements: SBE **7%**
- Wage Decision: **(Heavy Highway)**

Solicitation Forms



- 010 Invitation for Bids
- 020 Contract Signature Page
- 040 Standard Instructions to Respondent
- 041 Certificate of Interested Parties (1295 Form)
- 050.01 SBEDA Guidelines
- 060 Supplemental Conditions
- 075 Performance Bond
- 076 Payment Bond
- 081 General Conditions
- 095 SAWS Special Conditions
- Subcontractor/Supplier Commitment Form
- Local Preference Program Identification Form
- VOSB Program Tracking Form
- Wage Decision
- Insurance Requirements
- Heat Illness Prevention Acknowledgement Form

010 Invitation for Bids

- Solicitation Instructions
- Estimated Construction Budget
- Required documents to be uploaded as part of the bid proposal
- Bonding Requirements (if applicable)
- Contact Information
- Other relevant project information



CITY OF SAN ANTONIO

Issued By: Public Works Department
ID NO.: XX-XXXXXXX

Date Issued: October 1, 2023

(010) FORMAL INVITATION FOR BIDS (IFB) to CONTRACT XXXXXXXXXXXXXXXXXXXX

Online bidding is utilized via CivCast at <https://www.civcastusa.com/bids>. Online bid services will open for bidding on **Monday, October 2, 2023** and close on **Friday, November 3, 2023 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: XXXXXXXX, Password: XXXXXXXX.

A Non-Mandatory Pre-bid meeting will be held through WebEx on **Tuesday, October 17, 2023 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: XXXXXXXX, Password: XXXXXXXX. **The Deadline for questions is scheduled for October 20, 2023 at 4:00PM (CT).**

The estimated construction budget for this contract is \$1,000,000.00.

CcSA:	SAWS:	CPS Energy:	Other:
\$0.00	\$0.00	\$0.00	\$0.00

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	☐	Subcontractor/Supplier Utilization Plan
041	Certificate of Interested Parties (TEC Form 1295)	☐	Local Preference Program Identification Form
050.01	SBEDA Guidelines	☐	VOSB Program Tracking Form
060	Supplemental Conditions	☐	Wage Decision
075	Performance Bond	☐	Insurance Requirements
076	Payment Bond		

The City of San Antonio point of contact for this solicitation is **Procurement Specialist II, Name, xxxx.xxxx@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	☐	TEC Form 1295 Certification Number & Date
☐	Bid Bond	☐	Local Preference Program Identification Form
☐	Subcontractor/Supplier Utilization Plan	☐	VOSB Program Tracking Form

It is understood and agreed that the work is to be substantially completed on or before 240 calendar days. This project **does not** include hazardous environmental work. This project requires 2 project sign(s).

Small Business Economic Development Advocacy (SBEDA) Program Compliance – 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.

020 Contract Signature Page

- Enter Project Name
- Enter legal company name as it appears on the Texas Secretary of State website
www.sos.state.tx.us
- Enter information concerning the business
- The person listed on this form will be the City's point of contact for all correspondence
- Sign and date



020 CONTRACT SIGNATURE PAGE

Project Name		
Legal Name of Company		
Person Authorized to Sign Bid/Contract	Title	
Address	City State Zip Code	
Telephone Number	Email Address	
Proposed Project Manager	Proposed Site Superintendent	
Company Website	Number of years in Business under present name	
Year established	Total number of employees	\$ Annual Revenue
Business Structure: Check the box that indicates the Bidder's business structure.		
☐ Individual or Sole Proprietorship. If checked, list Assumed Name, if any:		
☐ Partnership		
☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit		
Also check one: ☐ Domestic ☐ Foreign		
☐ Other If checked, list business structure:		
Tax Id Number	Texas Secretary of State Filing Number (https://www.sos.state.tx.us/)	
System for Award Management (SAM) - Unique Entity ID (www.sam.gov)		
Contact Information: List the one person who the City may contact concerning your bid or setting dates for meetings.		
Name:		Title:
Address:		
City:	State:	Zip Code:

040 Standard Instruction to Respondent

040 STANDARD INSTRUCTIONS TO BIDDER/RESPONDENT

Read Carefully

1. STANDARD TERMS AND CONDITIONS

1.1 By submitting this bid/proposal, Bidder/Respondent:

- (a) affirms that it is duly authorized to execute the proposed contract. Bidders/Respondent's company, corporation, firm, partnership or individual has not prepared this bid/proposal in collusion with any other Bidder/Respondent and the contents of this bid/proposal, with regard to prices, terms or conditions of said bid/proposal, neither have been communicated by Bidder/Respondent nor by any employee or agent of Bidder/Respondent to any other person engaged in this type of business, prior to the public bid/proposal opening or official award of this contract, as applicable.
- (b) represents, to the best of its knowledge, it is not indebted to the City of San Antonio (City). Bidder/Respondent acknowledges indebtedness to City may be basis for non-award of a contract and/or cancellation of any contract award.
- (c) agrees to comply with City Ordinance Number 2008-11-20-1045, concerning Wage and Hour Labor Standard Provisions for City of San Antonio Construction Projects (amending City Ordinance Number 71312). This is a public works contract and Chapter 2258 of the Texas Government Code requires not less than the prevailing wage rate for work of a similar character in this locality shall be paid to all laborers, workmen and mechanics employed in the construction of this Project. This includes overtime regulations. Bidder/Respondent shall refer to the wage decision posted with this solicitation to determine the prevailing wage rates that shall be utilized for work on this Project.

1.2 Bidder/Respondent is required to submit its bid/proposal upon the following expressed conditions:

- (a) Bidder/Respondent thoroughly shall examine the drawings, specifications, schedule(s), instructions and all other solicitation and contract documents.
- (b) Bidder/Respondent shall make all investigations necessary to thoroughly inform itself of conditions at the Project site, as well as the Project's Specifications, Plans and any Addenda to the Specifications and/or Plans issued by City. No plea of ignorance by Bidder/Respondent of conditions which exist or may hereafter exist, as a result of failure or omission on the part of Bidder/Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, shall be accepted as a basis for varying the requirements of City or the compensation to Bidder/Respondent.
- (c) Bidder/Respondent is advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid/proposal, after being opened, becomes subject to the Open Information Act, V.T.C.A. Government Code Chapter 552. Therefore, in the event of City receiving an Open Information Request, Bidder/Respondent clearly must indicate any portion of the submitted bid/proposal which Bidder/Respondent claims is not subject to public inspection under the Open Information Act.
- (d) No officer or employee of City shall have a financial interest, either direct or indirect, in any contract with the City or shall benefit financially, either directly or indirectly, in the sale to City of any materials, supplies or services, except on behalf of City as an officer or employee. This financial interest prohibition extends to City Public Service Board, San Antonio Water System and all City boards and commissions, other than those which purely are advisory. In this instance, a City employee is defined as any employee of City who is required to file a financial involvement report, pursuant to City's ethics ordinance.

1.3 For federally funded projects, Bidder/Respondent certifies:

- (a) It does not and will not maintain or provide for its employees any segregated facilities at any of his/her offices and will not permit its employees to perform services at any location under Bidder's/Respondent's control where segregated facilities are maintained.
- (b) In accordance with the guidelines referenced below, that neither Bidder/Respondent nor its principal(s) presently are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (c) Where a prospective lower tier participant is unable to certify any of the statements referenced in Paragraph 1.3(b) above and herein below, such prospective participant shall attach an explanation of its status to this bid/proposal.

- Provides information on what to expect during the solicitation process of a City project.
- Provides detailed instructions on how to prepare a bid
- Explains Unbalanced Bids
- Provides details on Award of Contract
- Explains Restriction on Communication
- Provides details on the Texas Government Codes that all respondents must adhere to.
- Addresses other relevant information

Texas Government Code 2251.022



Time for Payment by Vendor

- A vendor who receives a payment from a governmental entity, such as the City of San Antonio, shall pay a Subcontractor for the appropriate share of the payment no later than the 10th day after the date the vendor has received payment.
- Payments to Subcontractors are overdue on the 11th day after the date the vendor receives the payment.
- Is required by State Law
- Failure to comply is considered a Breach of Contract

041 Certificate of Interested Parties (1295 Form)

State of Texas Requirement

- 1295 Form must be completed online. Please print a copy and attach to your bid as a required upload. www.ethics.state.tx.us
- Bidder is required to list the name of business on the 1295 Form, Box 1, as it appears with the Texas Secretary of State www.sos.state.tx.us
- The business entity name must be consistent on all bid documents



041 – Certificate of Interested Parties (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print your completed Form 1295 and the certification of filing. Sign Form 1295 and submit it along with the certification of filing, with your response to this solicitation. The name listed in Box 1 of the 1295 form should match exactly with the active name on file with the Texas Secretary of State, which can be found at: <https://www.sos.state.tx.us/>. In Box 3 of Form 1295, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

“Intermediary,” for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- 1) receives compensation from the business entity for the person’s participation;
- 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and,
- 3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.



060 Supplemental Conditions

060

SUPPLEMENTAL CONDITIONS

1. 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.

2. 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.

3. **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	From	To	Liquidated Damages
1	Substantial Completion	NTP	300 calendar days	\$500.00 per day
2	Final Completion	Substantial Completion	As stated in the Letter of Conditional Approval	\$275.00 per day

4. 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.

5. Partial Payment - Each month, the Owner shall make a progress payment as approved by the Owner's Representative in accordance with the General Conditions.

6. 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.

7. Contractor shall comply with Standard Specification 1000 in its invoicing.

Project Name: XXXXXXXXXXXXXXXXXXXXXXXX
Project No.: 23-03796

- The Liquidated Damages shown on this form are the cost the City incurs for each day the project is late in completing.
- The Liquidated Damages are not a penalty but are an additional cost sustained by City.
- Contractor shall pay sum indicated on the table for every calendar day(s) of unexcused delay in achieving Substantial/Final Completion.
- Calendar days: 720 to Substantial Completion
 - Final Completion is dependent on the days given in the Letter of Conditional Approval for Punchlist items (if applicable)
- Delay in Substantial Completion: \$860.00 per day, per Task Order
- Delay in Final Completion: \$310.00 per day, per Task Order



081 General Conditions

- General Conditions for City of San Antonio construction contracts set the minimum performance requirements for the contractor.
- These conditions include the rights and responsibilities of the parties involved.
- They are attached to all City contracts and are legally binding.
- Please be sure to read these General Conditions thoroughly.

GENERAL CONDITIONS FOR CITY OF SAN ANTONIO CONSTRUCTION CONTRACTS

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095 SAWS Special Conditions

- This is a Joint Bid project with SAWS
- The project contains San Antonio Water System Waterworks and/or Sanitary Sewer Construction Special Conditions.



095

SAN ANTONIO WATER SYSTEM WATERWORKS AND SANITARY SEWER CONSTRUCTION SPECIAL CONDITIONS

The following changes are made to the Contract Documents:

1. Add to the Contract Definitions

San Antonio Water System: San Antonio Water System Board of Trustees.

2. Add to the Invitation for Bid

The San Antonio Water System area of construction operations is coincident with the area of construction operations specified in the contract documents for the project. All water and sewer facility adjustment and attendant work as shown on the Plans is considered to be an integral part of the project, and the Contractor shall be responsible for the timely scheduling and accomplishment of all water and sewer main and attendant work in conjunction with the work outlined in paragraph 1 of the City of San Antonio Invitation for Bid.

3. Add to the General Conditions

All resident inspection of water and sewer facility adjustment and attendant work will be performed by an authorized representative of the San Antonio Water System who will in turn be responsible directly to the inspectors designated above.

4. Add to the General Conditions Paragraph

Materials for Water and Sanitary Sewer Main Replacement and adjustments: The Contractor shall also furnish all materials required for the installation of all water and sanitary main replacement and adjustments, service lines, sanitary sewer laterals, manholes and attendant work as shown on the drawings and in accordance with the San Antonio Water System Material Specifications.

5. Add to General Conditions

Water Mains: The Contractor shall be responsible for the establishment in the field of all lines and grades for water works construction utilizing as may be appropriate the survey base control data provided by the Engineer for the work indicated in Paragraph 1 of the City of San Antonio Invitation for Bid. All construction staking, additional survey, layout and measurement work shall also be performed by the Contractor as part of his work.

6. Add to the General Conditions

Warranty/Correction Period for Water and Sewer Works: During a period of 24 months from and after the date of the final acceptance by the San Antonio Water

Rev. 06/06/2016

SAWS-1

Local Preference Program (LPP) Identification Form

- Currently, the Local Preference Program (LPP) does not apply to City of San Antonio Construction Projects
- This form will only be used for reporting and tracking purposes
- The form must be submitted with your bid



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: _____

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

Name of Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: _____		
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:		

Veteran-Owned Small Business Program (VOSB) Tracking Form

- Currently, the Veteran-Owned Small Business Program (VOSB) does not apply to City of San Antonio Construction Projects
- This form will only be used for reporting and tracking purposes
- The form must be submitted with your bid



City of San Antonio Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: _____

Name of Respondent:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
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		



Heat Illness Prevention Acknowledgement Form

- Effective August 31, 2023, the Heat Illness Prevention Ordinance implemented requirements to certain City-funded contracts involving activities in outdoor and unconditioned spaces.
- To comply with the Heat Illness Prevention Ordinance, contractors are required to submit this acknowledgement form as part of their response to City solicitations where this ordinance may be applied.

Heat Illness Prevention Ordinance 2023-08-31-0585

HEAT ILLNESS PREVENTION ORDINANCE ACKNOWLEDGEMENT FORM

Effective August 31, 2023, the Heat Illness Prevention Ordinance implemented requirements to certain City-funded contracts involving activities in outdoor and unconditioned spaces.

To comply with the Heat Illness Prevention Ordinance, respondents/bidders are required to submit this acknowledgement form as part of their response to City solicitations, where this ordinance may be applied.

1. Respondent/Bidder acknowledges that, as an employer, Respondent/Bidder is currently responsible under the General Duty Clause, Section 5(a)(1) of the Occupational Safety and Health Act of 1970 (the "Act") to provide their employees with a place of employment that "is free from recognized hazards that are causing or likely to cause death or serious harm to employees", including heat-related hazards that are likely to cause death or serious bodily harm.
2. Respondent/Bidder acknowledges that the San Antonio City Council approved an ordinance on August 31, 2023, to provide criteria to further guide contractors in San Antonio heat conditions to better protect its residents and contractor employees working in San Antonio (the "Heat Illness Prevention Ordinance"), which provides:

When the heat index for San Antonio, Texas equals or exceeds 95 degrees Fahrenheit, Contractor is required to take all of the following actions for all onsite workers working outdoors or unconditioned spaces (without air conditioning):

- a) Mandate at least a fifteen (15) minute rest break for every four (4) hours worked. No employee may be required to work more than 3.75 continuous hours without a rest break. These rest breaks are in addition to and shall not take the place of other required or otherwise provided rest breaks.
 - b) Provide a heat relief station at the Site with a shaded area and water.
 - c) Train supervisors and workers to recognize heat hazards and take appropriate actions.
 - d) Post signage with City requirements in both English and Spanish within the Site where notices to employees are customarily posted. City will prescribe the size, content, and location of signs within applicable design guidance manuals.
 - e) Contractor shall submit a "heat safety plan" as part of Contractor's proposal.
3. Respondent/Bidder ☐ agrees ☐ does not agree to adhere to the City's Heat Illness Prevention Ordinance. Respondent's/Bidder's agreement to adhere to the City's Heat Illness Prevention Ordinance may constitute Respondent's/Bidder's "heat safety plan" or Respondent/Bidder may choose to submit one with this Acknowledgement.

Project/Solicitation Name & No. _____

Acknowledged:

(Signature) Authorized Representative of Respondent/Bidder

(Print Name) Authorized Representative of Respondent/Bidder

Title

Contractor/Firm Name

Date

Bid Form

- To view the Bid Form in CivCast
 - Click on “Bidding”
 - Click on “Bid Form”
- Enter Unit Price according to the Plans and Specifications
- The Bid Form can also be downloaded into an Excel file.
 - Enter Unit Pricing on Excel file
 - Import Bid Form into CivCast

Base Bid						New Section ▾
Base Bid Items						
Item No.	Description	Unit	Qty	Unit Price		
100.1	MOBILIZATION	LS	1		Edit	Disable
100.2	INSURANCE AND BOND	LS	1		Edit	Disable
101.1	PREPARING RIGHT-OF-WAY	LS	1		Edit	Disable
102.1	OBLITERATING ABANDONED STREET	SY	34,964		Edit	Disable
103.1	REMOVE CONCRETE CURB	LF	5,308		Edit	Disable
103.3	REMOVE SIDEWALKS AND DRIVEWAYS	SF	6,712		Edit	Disable
103.4	REMOVE MISCELLANEOUS CONCRETE	SF	30,766		Edit	Disable
105.1	CHANNEL EXCAVATION	CY	137,786		Edit	Disable
106.1	BOX CULVERT EXCAVATION AND BACKFILL	CY	30,312		Edit	Disable
200.1	FLEXIBLE BASE (6" COMPACTED DEPTH)	SY	5,141.5		Edit	Disable
202.1	PRIME COAT	GAL	1,066.59		Edit	Disable
203.1	TACK COAT	GAL	533.29		Edit	Disable
205.3	HOT MIX ASPHALTIC PAVEMENT, TYPE C (2" COMP. DEPTH)	SY	5,332.94		Edit	Disable
307.1	CONCRETE STRUCTURE (RETAINING WALLS)	CY	1,955		Edit	Disable
401.1	REINFORCED CONCRETE PIPE (CLASS III) (18" DIA)	LF	1,723		Edit	Disable
401.1	REINFORCED CONCRETE PIPE (CLASS III) (30" DIA)	LF	30		Edit	Disable
401.1	REINFORCED CONCRETE PIPE (CLASS III) (42" DIA)	LF	18		Edit	Disable
403.13	3'X3' JUNCTION BOX	EA	6		Edit	Disable
403.1	SPECIAL INLET (4-WAY)	EA	2		Edit	Disable

Surety Bonds



- Each Bid is required to have a Bid Bond issued by a Corporate Surety Company in the amount not less than five percent (5%) of the Bidder's total bid/proposal amount.
- The Bid Bond must be signed by the Bidder, surety company, and witnesses. **Failure to submit the Bid Bond with the required signatures will deem the Bidder's bid/proposal non-responsive.** (refer to "040 Standard Instructions to Respondent: Section 12" for details)
- Bid Bonds will be verified for validity.
- 10 days after City Council award, Payment and Performance Bonds must be submitted to the City of San Antonio.
- Contract is considered in Breach if Payment and Performance Bonds are not provided to the City prior to start of construction. Payment and Performance Bonds will be verified for validity.
- Project name must be included on the bonds as specified in the approved City Ordinance. The bonds must be provided on the City templates (refer to 075 Performance Bond and 076 Payment Bond).
- The bond total must match the amount listed in the City Ordinance

Insurance Requirements

- This document contains the following:
 - Insurance Requirements and Provisions
 - Indemnification
 - Insurance Table with standard coverages to also include the following:
 - Pollution Liability
- It is agreed and understood the provisions and insurance table are binding and are a part of the contract.
- The City will accept Excess Liability Coverages with Specialty Coverages
- The City shall have no duty to pay or perform under this Agreement until such certificates and endorsements have been received and approved by the City's Finance Department – Procurement Division.
- No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- Failure to comply is considered a Breach of Contract

Contract Requirements



- Vendor Registration
 - All vendors wishing to do business with the City of San Antonio must register in the Central Vendor Registry (CVR) before entering into a contract.
 - For more information, please visit www.sanantonio.gov/purchasing/saeps
- Small Business Economic Development Advocacy (SBEDA) Program
 - All Prime Contractors and Subcontractors participating on a City contract with SBEDA contract requirements must utilize the City Contract Management System (CCMS).
 - For more information, please visit www.sanantonio.gov/purchasing/procurement/sbeda
- PrimeLink
 - PrimeLink allows staff, consultants, contractors, and utility companies to collaborate, and markup plans and specifications. Awarded contractors will be required to utilize the PrimeLink System.
 - For more information and training dates, please visit www.sanantonio.gov/PublicWorks/Current-Vendor-Resources/COSA-PRIMELink
- .

Labor Compliance

- The awarded Prime Contractor and their subcontractors must comply with the Prevailing Wage Decision.
- The Wage Decision assigned to this project is the current **(Heavy Highway Wage Decision: TX20250007 01/03/2025)**

COMPLIANCE - TOP 10



1

Post the appropriate Wage Determination and Notices for the project in a conspicuous location.

2

Pay time-and-a-half to workers who work on any of the 7 listed City Holidays.

3

Pay time-and-a-half to workers who work in excess of 40 hours in a given week.

4

Workers must be classified for the work performed, in accordance to the Wage Determination.

5

Prime Contractor is accountable and responsible for ensuring that all workers are paid the prevailing wage rates, including subcontractors.

6

Certified payrolls must be submitted through the LCP Tracker System, weekly.

7

Apprentices must be registered in an Apprenticeship Training Program which is approved by the US Department of Labor.

8

All workers must be paid on an hourly rate basis. No piece work or day labor rates.

9

Site Visits may be conducted to ensure proper work classification and wage rates.

10

If workers are underpaid, restitution to the worker is required and the City will impose penalties in accordance to the contract.

Should you have any questions during the project, contact the LCO assigned to the project or e-mail labcomp@sanantonio.gov.

2022 Bond Program - Pedestrian Mobility & Streets Task Order Contract Package 4 & 5



Economic Development Department



SBEDA Eligibility & SAePS Registration

Doing Business with the City

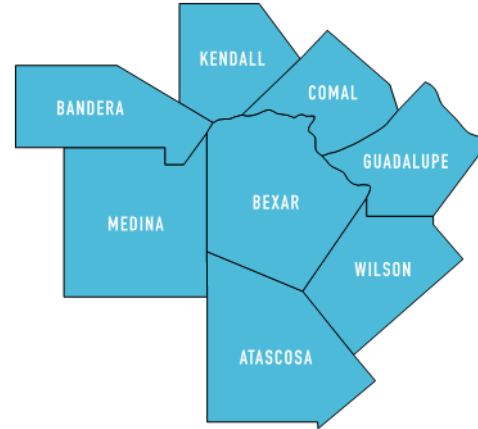
SBEDA Eligibility



Certified by the SCTRCA as a Small Business Enterprise (SBE)

Primes and/or subcontractors must be certified at the time of bid submission/close date to count towards SBEDA eligibility.

Emerging Small Business Enterprise (ESBE) certification may also be required for certain solicitations.



Headquartered in the San Antonio Metropolitan Statistical Area (SAMSA)

A firm's headquarter must be located in the San Antonio Metro area.

SAMSA is defined as Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina, and Wilson Counties



Personal Net Worth (PNW) less than \$2.047 million

Each majority owner(s) of a small business firm must confirm that their PNW is below \$2.047 million.

PNW is calculated from the value of the majority owner(s) assets minus the liabilities they owe.



Register Your Business with the City

- To register, please follow the link:
www.sanantonio.gov/purchasing/saeps.aspx
- Once registered, the SAePS portal will state online if your firm is SBEDA eligible or not
- Prime respondents and all listed subcontractors (certified and non-certified) **must** be registered in the Central Vendor Registry
- SAePS is a great way to market your business and learn about upcoming solicitation opportunities

Subcontracting Programs

SBEDA Tools

Contracting Program

For a Prime Contractor or Subcontractor to count toward a City required contracting goal(s), the Prime Contractor or Subcontractor must be SBEDA eligible and certified as ESBE and/or SBE per the goal applied.

Goal Type	Percentage
SBE	7%



Contracting Program Important Notes



- Self-Performance of contracting goals by SBEDA eligible Prime respondent(s) **IS ALLOWED** if their certifications (ESBE/SBE) match the goals applied.
- Not meeting the contracting goals at the time bids are due will deem a bid non-responsive *unless Aspirational Contracting goals are applied.*
- The City of San Antonio has a vendor search function to find SBEDA eligible E/SBEs. Please visit the COSA vendor Listing to view or to download a listing of SBEDA eligible vendors registered with the City:
www.sanantonio.gov/purchasing/vendorinformation/cosavendorlisting.aspx
- ASSISTANCE IS AVAILABLE FOR COMPLETING THE SBEDA FORMS.

Commitment Form

SBEDA Forms

Commitment Form



ECONOMIC DEVELOPMENT City of San Antonio
Subcontractor/Supplier Utilization Commitment Form

SOLICITATION NAME:

PRIME NAME:

SBEDA TOOLS APPLIED

Prime Points	Contracting Goals

☐ Mentorship Program Requirement

Please acknowledge the statements below by initialing the box:

☐	In responding to this solicitation, I hereby affirm my firm's commitment to meet the SBEDA Program Requirements as indicated in the solicitation and listed above.
☐	I understand that for a Subcontractor/consultant to count toward City required contracting goal(s), the Subcontractor/consultant must be SBEDA eligible and have the same certification(s) as the City required goal(s).
☐	I understand that to be SBEDA eligible, a Prime or Subcontractor must be certified as a Small Business Enterprise (SBE) through the South Central Business Enterprise (SCBE) program. The Prime or Subcontractor must be headquartered in the City of San Antonio Metropolitan Statistical Area and have a maximum revenue of not exceed \$2.047 million.
☐	I understand Emergent Evaluation Preference points will be awarded based on the corresponding evaluation preference.
☐	I understand my firm will identify Subcontractors/Suppliers after the contract has been awarded. I will perform based on the name(s) of all Subcontractors/Suppliers identified (if any), the total contract dollars and the work each sub will perform based on the corresponding evaluation preference.
☐	I understand in the absence of a written agreement for E/S/M/WBE participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and subject to penalties and/or sanctions available under the terms of this Agreement for violation of the SBEDA Ordinance, or under any other law.
☐	I understand that if awarded this contract, and the Mentorship Program API was applied, I am required to register as a Mentor at besanantonio.com within 30 calendar days of contract award. All Prime Consultant, Contractor and Joint venture entities will be required to serve as a Mentor for two years and comply with all provisions of the Mentorship Program Manual.
☐	I understand that the failure to include a completed, signed copy of this Commitment Form to acknowledge the SBEDA Program Requirements for this solicitation will render this response NON-RESPONSIVE.

Prime's Authorized Agent:

Name: Sign and Date:

SBEDA eligible vendors can be found in the [Central Vendor Registry \(CVR\)](https://www.sanantonio.gov/procurement/Become-a-Vendor/Search-COSA-Vendors) at <https://www.sanantonio.gov/procurement/Become-a-Vendor/Search-COSA-Vendors>

Revised May 2025

- See subcontracting requirements of SBE 7%.
- A Commitment Form should be completed and submitted at the time bids are due.
- Prime Contractor will identify Subcontractors/Suppliers after the contract has been awarded.
- Evaluation preference points (if applied) will be awarded based on SBEDA eligibility and certifications.

CCMS Reporting and Post-Award Waivers

Post-Award Information

City Contract Management System (CCMS)

- Report payments to subcontractors and monitor attainment of the SBEDA goals on a monthly basis.
- Submit Change of Utilization Plans if the value of the contract changes or if subcontractors are added, removed, or reduced in value with proper documentation.



Post-Award Waiver Request



Post-Award Vendor Contracting Goal Waiver Request Form

Contract Name:

Prime Name: Date:

Contract #: Phone #:

Contact Person: Contact Email:

The purpose of this waiver is to address the good faith efforts made in meeting the required contracting goal(s) for this project. The Prime should submit or have submitted a change of Utilization Plan with this waiver request.

1. Describe the rationale for your waiver request for not meeting the contracting goal(s) applied to this project.

Check the box(es) that best explain why the contracting goal(s) applied were not met.

- ☐ The city issued a change order that limited subcontracting opportunities or required expedited completion of the scope of work causing the subcontracting goal(s) to not be met.
- ☐ A S/M/WBE to be utilized lost certification and could not be replaced with another S/M/WBE who could perform the scope of work.
- ☐ There were other issue(s) that resulted in the subcontracting goal(s) not being met.

Please provide further detail for the checked box(es) above.

- Once awarded, if a Prime Contractor can not meet a committed goal, a Post Award Vendor Contracting Waiver Request form should be submitted for consideration and approval by the Small Business Office.
- For more details see this link:
<https://www.sanantonio.gov/SBO/Forms>

Contact Us



SBEDA Program

- Email: SBEDAdocs@sanantonio.gov
- Phone: 210-207-3922
- Website: www.sanantonio.gov/sbo

Central Vendor Registry Support

- Phone: 210-207-0118
- Email: vendors@sanantonio.gov
- Website: www.sanantonio.gov/purchasing/saeps

South Central Texas Regional Certification Agency (SCTRCA)/ SupplySA

- Phone: 210-458-3225
- Website: www.sctrca.org

Mentor Protégé Program

Glenn Goolsby, Occupational Program Coordinator

- Email: ggoolsby5@alamo.edu
- Phone: 210-485-0831
- Website: www.besanantonio.com



Thank You

General Decision Number: TX20250291 09/19/2025

State: Texas

Construction Type: Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	· Executive Order 14026 generally applies to the contract.	
	· The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.	
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	· Executive Order 13658 generally applies to the contract.	
	· The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 09/19/2025

SATX2025-004 11/15/2023

	Rates	Fringes
Agricultural Tractor Operator....	\$ 19.14	0.00
Asphalt Distributor Operator.....	\$ 24.07	0.00
Asphalt Paving Machine Operator.....	\$ 22.12	0.00
Asphalt Raker.....	\$ 19.40	0.00
Boom Truck Operator.....	\$ 27.82	0.00
Broom or Sweeper Operator.....	\$ 18.09	0.00
Concrete Finisher, Paving and Structures.....	\$ 20.61	0.00
Concrete Pavement Finishing Machine Operator.....	\$ 22.81	0.00
Concrete Saw Operator.....	\$ 25.97	0.00
Crane Operator, Hydraulic 80 tons or less.....	\$ 29.24	0.00
Crane Operator, Lattice Boom 80 Tons or Less.....	\$ 26.47	0.00
Crane Operator, Lattice Boom Over 80 Tons.....	\$ 28.87	0.00
Crawler Tractor Operator.....	\$ 20.92	0.00
Directional Drilling Locator.....	\$ 21.39	0.00
Directional Drilling Operator....	\$ 25.19	0.00
Electrician.....	\$ 30.54	0.00
Excavator Operator, 50,000 pounds or less.....	\$ 22.93	0.00

Excavator Operator, Over 50,000 pounds.....	\$ 22.90	0.00
Flagger.....	\$ 15.52 **	0.00
Form Builder/Setter, Structures.....	\$ 20.63	0.00
Form Setter, Paving & Curb.....	\$ 19.18	0.00
Foundation Drill Operator, Truck Mounted.....	\$ 24.28	0.00
Front End Loader Operator, 3 CY or Less.....	\$ 20.33	0.00
Front End Loader Operator, Over 3 CY.....	\$ 20.20	0.00
Laborer, Common.....	\$ 17.52 **	0.00
Laborer, Utility.....	\$ 19.05	0.00
Loader/Backhoe Operator.....	\$ 20.32	0.00
Mechanic.....	\$ 26.15	0.00
Milling Machine Operator.....	\$ 21.73	0.00
Motor Grader Operator, Fine Grade.....	\$ 26.56	0.00
Motor Grader Operator, Rough.....	\$ 22.95	0.00
Off Road Hauler.....	\$ 17.52 **	0.00
Painter, Structures.....	\$ 23.76	0.00
Pavement Marking Machine Operator.....	\$ 22.00	0.00
Pipelayer.....	\$ 19.23	0.00
Reclaimer/Pulverizer Operator....	\$ 19.05	0.00
Reinforcing Steel Worker.....	\$ 22.46	0.00
Roller Operator, Asphalt.....	\$ 20.24	0.00
Roller Operator, Other.....	\$ 17.52 **	0.00
Scraper Operator.....	\$ 17.52 **	0.00
Servicer.....	\$ 23.75	0.00

Sign Erector.....	\$ 17.52 **	0.00
Spreader Box Operator.....	\$ 19.31	0.00
Traffic Signal/Light Pole Worker.....	\$ 21.99	0.00
Truck Driver Lowboy Float.....	\$ 25.96	0.00
Truck Driver, Single Axle.....	\$ 19.70	0.00
Truck Driver, Single or Tandem Axle Dump Truck.....	\$ 20.91	0.00
Truck Driver, Tandem Axle Tractor with Semi Trailer.....	\$ 21.71	0.00
Welder.....	\$ 23.38	0.00
Work Zone Barricade Servicer.....	\$ 17.75	0.00

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c) (1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch

of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION