



ADDENDUM NO. V

SUBJECT: Request for Competitive Sealed Proposals - Public Works Job Order Contracting (JOC) Program

RFCSP#: 2024-043

FROM: Jonathan Miranda, Procurement Administrator

DATE: July 23, 2024

THIS NOTICE SHALL SERVE AS ADDENDUM NO. V – TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS

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

1. The following changes and/or additions to the Contract Documents, via this addendum, shall apply to submittals made for and to the execution of the various parts of the work affected thereby.
2. Careful note of the addendum shall be taken by all interested parties and all trades affected shall be fully advised in their performance of the work involved.
3. The bid opening date and submission deadline is hereby extended to **Tuesday, July 30, 2024, at 2:00 pm** Central Standard Time.

GENERAL INFORMATION:

1. Exhibit G – Insurance Requirements is revised.
 - a. Prime respondent must include language in the certificate of insurance “Description”: “Coverage pertains to multiple task orders to be issued throughout duration of the contract”.
2. Clarification. – Exhibit G – Insurance Requirements.
 - a. Umbrella Liability Coverage. - Firms are required to maintain a minimum of \$2,000,000 Umbrella Liability Coverage limit throughout duration of the contract. If a task order is higher than \$2,000,000, firms are required to increase the Umbrella Liability Coverage insurance limit to the task order value.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION V, WORKSHOP:

On Wednesday, April 24, 2024, the City of San Antonio hosted a Workshop Conference to answer any questions bidders may have regarding 4Click Cost Data software, Job Order Contracting (JOC) Coefficients, Small Business Economic Development Advocacy (SBEDA), and Civcast reminders on

submission deadlines for the Public Works Job Order Contracting (JOC) Program Request for Competitive Sealed Proposals. Below is a list of questions that were asked at the workshop conference. The City's official response to questions asked is as follows:

Question 1: Is Builder Risk required for the entire contract or per task order?
Response: Firms are required to maintain a minimum of \$1,000,000 Builders Risk limit throughout duration of the contract. If a task order is higher than \$1,000,000, firms are required to increase the Builders Risk limit insurance limit to the task order value.

REVISIONS TO DOCUMENTS:

1. **Exhibit G – Insurance Requirements.**

REMOVE: Insurance Requirements “A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Public Works Department, which shall be clearly labeled with the Project Name in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier and list the agent’s signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Public Works Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement”.

REPLACE: Insurance Requirements “A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Public Works Department, which shall be clearly labeled with the Project Name and annotating that “Coverage pertains to multiple task orders to be issued throughout duration of the contract” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier and list the agent’s signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Public Works Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement”.

END OF ADDENDUM No. V

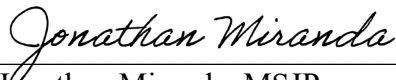

Jonathan Miranda, MSJP
Procurement Administrator
Finance Department – Procurement Division

EXHIBIT G



CITY OF SAN ANTONIO PUBLIC WORKS DEPARTMENT

INSURANCE REQUIREMENTS

It is agreed and understood the following provisions and insurance table are binding, and are a part of the contract. This document contains the following:

- **Insurance Requirements and Provisions**
- **Indemnification**
- **Insurance Table**

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Public Works Department, which shall be clearly labeled with the Project Name and annotating that coverage pertains to multiple task orders to be issued throughout duration of the contract in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Public Works Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

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

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

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: PW Department
Contract Services Division
P.O. Box 839966
San Antonio, Texas 78283-3966

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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

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

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

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

L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

INDEMNIFICATION

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

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

PROJECT: RFCSP for Job Order Contracting (JOC) Program

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

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

This is a Construction Project - The City currently owns approximately 825 buildings, and leases 56 office spaces, as well as other projects of interest to the City, that may require a variety of minor construction, repair, rehabilitation or alteration services. As a facility need is identified, the City may assign said project to an awarded Job Order Contract Contractors (JOCC) for negotiation. The City intends to award up to 8 contracts. Term 2+3 years. The collective contracts will have a spending authority of \$120M for entire term.

ESTIMATED CONSTRUCTION BUDGET: \$120,000,000.00