

AN ORDINANCE 2018-10-11-0807

AUTHORIZING A CONSTRUCTION CONTRACT WITH RCO CONSTRUCTION, LLC FOR THE CONSTRUCTION OF THE HIKE AND BIKE PROJECT AT STINSON MUNICIPAL AIRPORT IN THE AMOUNT OF \$1,235,389.00.

* * * * *

WHEREAS, an Invitation for Bids was released in July, 2018 for construction of a 10-foot wide concrete trail, drainage structures and a prefabricated footbridge connecting Stinson Municipal Airport to the San Antonio Mission Reach (The Hike and Bike Project); and

WHEREAS, the City received twelve bids in response to this solicitation; and

WHEREAS, this Ordinance accepts the lowest responsive bid submitted by RCO Construction, LLC in the amount not to exceed \$1,235,389.00 for completion of the Hike and Bike Project at Stinson Municipal Airport; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The lowest responsive bid by RCO Construction, LLC in the amount not to exceed \$1,235,389.00 for The Hike and Bike Project at Stinson Municipal Airport is accepted. All other bids will be considered rejected upon execution of a contract by the successful bidder and the deposit of all required bonds and insurance certificates or the expiration of 90 days from the effective date of this Ordinance, whichever occurs first. The contract is authorized for execution by the City Manager or her designee within 90 days, and is attached in substantially final format as **Attachment 1**.

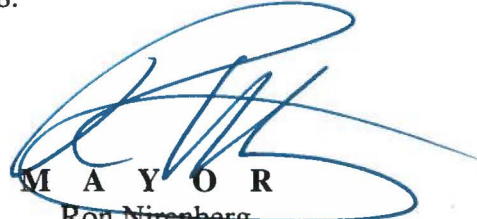
SECTION 2. Payment in the amount of \$1,235,389.00 in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 26-00648, Connection from Mission to Stinson Airport, is authorized to be encumbered and made payable to RCO Construction, LLC (RCO), for construction services.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

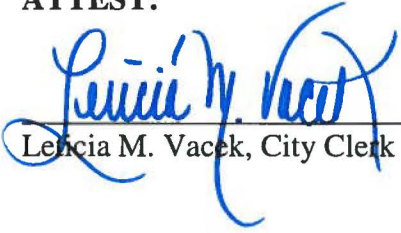
MAT
10/11/18
Item No. 9

PASSED and APPROVED this 11th day of October, 2018.



M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for 

Andrew Segovia, City Attorney

Agenda Item:	9 (in consent vote: 6, 7, 8, 9, 10, 11, 12A, 12B, 13A, 13B, 14, 16, 17, 18, 21)						
Date:	10/11/2018						
Time:	09:28:55 AM						
Vote Type:	Motion to Approve						
Description:	Ordinance approving a construction contract with RCO Construction, LLC for the construction of the Hike and Bike project at Stinson Municipal Airport in an amount up to \$1,2355,389.00, funded through 2015 Parks Development and Expansion Venue, included in the FY 2019-2024 Capital Improvement Program. [Carlos Contreras, Assistant City Manager; Russell Handy, Director, Aviation]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				x
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

MAT
10/11/18
Item No. 9

ATTACHMENT 1

**AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO
AND
RCO CONSTRUCTION, LLC
FOR
STINSON HIKE AND BIKE TRAIL
(IFB 33-00273)**

**AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO
AND
RCO CONSTRUCTION, LLC
FOR
STINSON HIKE AND BIKE TRAIL
(IFB 33-00273)**

**STATE OF TEXAS
COUNTY OF BEXAR**

This agreement (hereinafter referred to as the "Agreement"), made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas acting by and through its City Manager (hereinafter referred to as "City"), and

RCO Construction, LLC
5418 W. US Hwy 90
San Antonio, Texas 78227

a limited liability corporation chartered under the laws of the State of Texas (hereinafter referred to as "RCO" or "Contractor"), said Agreement being executed by _____ . (Title), and pursuant to Ordinance No. _____, passed and approved by the City Council on _____, 20__.

Terms and conditions for performance and compensation payment for this Agreement are set forth in the following contract documents, true and correct copies of which are attached and fully incorporated herein verbatim for all purposes:

1. Exhibit I, Formal Qualified Invitation for Bids (IFB) to Contract Stinson Hike and Bike Trail (IFB 33-00273), issued on _____;
2. Exhibit II, Bid Response from RCO, dated _____;
3. Copy of enabling Ordinance No. _____.

Referenced Documents: Further, RCO's responses to the IFB and its addendum are also fully incorporated by reference, verbatim, for all purposes. All the documents attached hereto and those incorporated by reference constitute the contract documents for this Agreement.

Conflict: The IFB and its addendum govern RCO's responses; this Integration Agreement governs both the IFB and responses; the Enabling Ordinance governs all in case of conflict.

This agreement supersedes any previous agreement or understanding of the parties, whether written or oral.

Compensation: As authorized by the Ordinance, total annual budget sums shall not exceed \$1,235,389.00 unless City Council action is taken to amend the enabling Ordinance.

If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

In consideration of Contractor's performance in a satisfactory and efficient manner, as determined solely by the Aviation Director (hereinafter "Director"), of all services and activities set forth in this Agreement, City agrees to pay Contractor an amount not to exceed one million, two hundred thirty-five thousand, three hundred eighty nine dollars (\$1,235,389.00) as total compensation.

Work Start Date: Work shall start immediately upon instruction to RCO from the Aviation Director or his designee, but no sooner than November 1, 2018, for performance of the City project described in the IFB's scope of services or the contract documents identified above.

Term of Performance and Termination Date: The term of this agreement is for one year and shall commence, after approval by the City Council as signified by the passage of an Ordinance, on the date recited in the enabling Ordinance, or on the date of the last party to execute this agreement, and terminate on September 30, 2019, or completion of the project, whichever occurs sooner.

Insurance:

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 Aviation Department, which shall be clearly labeled "*Stinson Hike and Bike Trail*" 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 Aviation 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 below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Contractor's Pollution Liability	\$5,000,000 each occurrence \$10,000,000 General Aggregate

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. Respondent 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: Aviation Department
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' 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, its 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.

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' 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.

Notice: Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Attn: Aviation Department
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Contractor, to:

RCO Consultants, LLC
Attn: _____
5418 W. Hwy 90
San Antonio, Texas 78227

Assignment and Subcontracting: Contractor shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Contractor. Contractor, its employees or its subcontractors shall perform all necessary work.

It is City's understanding, and this Agreement is made in reliance thereon, that Contractor intends to use the following subcontractors in the performance of this Agreement.

Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by the Director, prior to the provision of any services by said subcontractor.

Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the Director.

Except as otherwise stated herein, Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the Director. As a condition of such

consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Contractor, assignee, transferee or subcontractor.

Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Contractor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Contractor shall thereupon cease and terminate, in accordance with the termination provisions above, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

Nonwaiver of Performance: Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the Director. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Independent Contractor: Contractor covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Contractor under this Agreement and that the Contractor has no authority to bind the City.

Termination: For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated above, or earlier termination pursuant to any of the provisions hereof. This Agreement may be terminated without cause by City upon 30 calendar days written notice. Upon written notice City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of the sale, transfer,

pledge, conveyance or assignment of this Agreement without prior approval, as provided above in Assignment and Subcontracting, which shall constitute an Event for Cause under this Agreement.

Defaults With Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this section below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have fifteen (15) calendar days after receipt of the written notice to cure such default. If Contractor fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another Contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new Contractor against Contractor's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

- Failure to comply with the SBEDA terms and conditions.
- Bankruptcy or selling substantially all of company's assets.
- Failing to perform or failing to comply with any covenant herein required.
- Performing unsatisfactorily.

Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

Regardless of how this Agreement is terminated, Contractor shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with records retention requirements. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested.

Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

Upon the effective date of expiration or termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.

Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

Amendments: Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Contractor, and signed by the Director. Substantive changes, to include an increase in the amount of compensation, shall require additional City Council approval.

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

Entire Agreement: This Agreement, together with its authorizing ordinance and its exhibits, as listed above, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties.

Agreed, Consented to, and Executed this _____ day of _____, 20__.

RCO CONSULTANTS, LLC

BY: _____

CITY OF SAN ANTONIO

BY: _____
Printed name: _____
Title: _____
CITY MANAGER, or her designee

APPROVED AS TO FORM:

By: _____
City Attorney

**EXHIBIT 1
FORMAL QUALIFIED INVITATION FOR BID
FOR
STINSON HIKE AND BIKE TRAIL**

EXHIBIT 2
RCO CONSTRUCTION, LLC BID RESPONSE

CITY OF SAN ANTONIO

Sponsored By: Transportation and Capital Improvements
ID NO.: 33-00273Date Issued: August 01, 2018

**(010) FORMAL QUALIFIED INVITATION FOR BIDS (IFB) to CONTRACT
STINSON HIKE AND BIKE TRAIL**

Sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the Office of the City Clerk, 719 S. Santa Rosa, San Antonio, Texas 78204 until 2:00 P.M. CST on Tuesday, August 14, 2018 (solicitation deadline). Bids must be submitted in a sealed envelope and clearly marked with the bidder's name, Project Name and ID NO. The City is not responsible for submissions not clearly and appropriately marked. **Bid Opening will be in City Council Chambers, 100 Military Plaza, San Antonio TX, 78205.** Late submissions will be rejected and returned to bidder. **A Non-Mandatory Pre-bid meeting will be held at Stinson Municipal Airport, 8535 Mission Rd Suite 105, San Antonio, TX 78214, on July 11, 2018 at 9:00 A.M. Deadline for questions is July 24, 2018 at 4:00 P.M.**

Division A – City Bid Documents

010	Invitation for Bids and Contract Signature Page	075	Performance Bond
020	Bid Form	076	Payment Bond
025	Unit Pricing Form	081	General Conditions for City of San Antonio Construction Contracts
030	Experience & Qualifications	105	Wage Decision / Prevailing Wage Rate and Labor Standard Provision
040	Standard Instructions to Respondent		
041	Certificate of Interested Parties (Form 1295)		
050.01	SBEDA		
060	Supplemental Conditions		

Division B – Additional Requirements from the Aviation Department

Division C – Specifications

Division D – Geotechnical Report

Division E – Environmental Assessment Report

The City of San Antonio point of contact for all questions regarding the solicitation is Dulce I. Bares, and can be reached at Dulce.Bares@sanantonio.gov. Plans, Specifications and Special Conditions may be purchased at a cost of **\$125.00** per set (tax included) from the office of **Gonzalez De La Garza**, 4800 Fredericksburg Rd Suite 200SL, San Antonio, TX 78229; Phone: (210) 208-9400. Contact: Mack Thomas or Mario Morales. No refund will be made for plan sets that are returned. Changes to Plans, Specifications and Special Conditions will be included in an addendum and will be posted on the web at <http://www.sanantonio.gov/purchasing/biddingcontract/opportunities.aspx> along with this solicitation. Bidder understands and agrees that bidder is responsible for obtaining addenda and adhering to all requirements in addenda. City is not responsible for incorrect information obtained through other sources.

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

****Bid Documents must contain "Legal Name of Company" as listed by the Texas Secretary of State Registry****

010	Invitation for Bids and Contract Signature Page	■	Bid Bond
020	Bid Form	■	Subcontractor/Supplier Utilization Plan
025	Unit Pricing Form	■	Signed Addenda Acknowledgement Forms
030	Experience & Qualifications	■	Form 1295 with Certification Number, Date Filed, & Notarized
■	Proof of "Active" registration with the Texas Secretary of State Registry (website: www.sos.state.tx.us)		

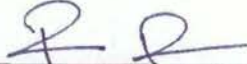
This is a Qualified Low Bid Solicitation. It is understood and agreed that the work is to be substantially completed on or before **275** calendar days. This project **does not** include hazardous environmental work. This project requires **1** project sign(s). The Contractor could encounter artifacts that will require assessment by an archeologist & the project can potentially be delayed.

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.

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

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

Official Name of Company (legal): RCO Constructors LLC

 8/14/18 Signer's Name: Roland Davila
Original Signature of Person Authorized to Sign Bid/Contract Date (Please Print or Type)

Tab B. Bid Form

CITY OF SAN ANTONIO

Project Name: Stinson Hike And Bike Trail
ID NO.: 33-00273

Date Issued: July 02, 2018
Page 1 of 1

The estimated construction budget for this contract is \$1,595,000

020 BID FORM

RCO Construction, LLC

Legal Name of Company (print)

I. BASE BID (SOUTH LOOP)

Total Amount of Base Bid (Insert Amount in Words and Numbers):

Four Hundred Fifty Eight Thousand Two Hundred Fifty Three Dollars \$ 458,253

(UTILIZATION PLAN SHOULD BE DETERMINED FROM THE BASE BID)

II. ALTERNATES

Amount of each Alternates (if applicable) insert in Numbers:

Additive Alternate 1 (North Loop) - Construction of North Concrete Trail

Total Amount of Bid for Additive Alternate #1 (Insert Amount in Words and Numbers):

Four Hundred Ninety Thousand Eight Hundred Ninety Six Dollars \$ 490,896

Additive Alternate 2 (North Loop) - Grading of North Trail in its Natural State with Horizontal & Vertical Alignments

Total Amount of Bid for Additive Alternate #2 (Insert Amount in Words and Numbers):

Seventy Five Thousand Eight Hundred Thirty Two Dollars \$ 75,832

Additive Alternate 3 - Pedestrian Bridge and Appurtenances

Total Amount of Bid for Additive Alternate #3 (Insert Amount in Words and Numbers):

Two Hundred Eighty Six Thousand Two Hundred Forty Dollars \$ 286,240

Name of the proposed Project Manager: R.J. Delagarza

Name of the proposed Site Superintendent: Richard Martinez

Tab C. Unit Pricing Form

CITY OF SAN ANTONIO
025 UNIT PRICING FORM

PROJECT NAME: STINSON HIKE AND BIKE TRAIL
PROJECT NO. 33-00273

ALT. NO. 1	ITEM NO.	DESC. CODE	S.P. NO	NORTH LOOP ITEM DESCRIPTION	BID	UNIT OF MEASURE	APPROX. QUANTITIES	UNIT BID PRICE	AMOUNT	ITEM SEQUENCE NO.	
				The City only will accept bid pricing to the hundredths. Any pricing extended out to three decimal points will be truncated to two decimal points in the City's favor.							
ALT. 1	100.1			MOBILIZATION		LS	1	30,000	30,000		
ALT. 1	100.2			INSURANCE & BOND		LS	1	12,000	12,000		
ALT. 1	101.1			PREP OF RIGHT-OF-WAY		LS	1	16,000	16,000		
ALT. 1	104.4			EXCAVATION		CY	1000	35	25,000		
ALT. 1	107.1			EMBANKMENT/FILL		CY	122	25	3,050		
ALT. 1	200.1			FLEXIBLE BASE (4" COMPACTED DEPTH)		SY	3615	8	28,920		
ALT. 1	309.1			PRECAST REINFORCED CONCRETE BOX CULVERT (4' x 2')		LF	60	350	21,000		
ALT. 1	307.1			CONCRETE STRUCTURE (HEADWALLS)		CY	5	500	2,500		
ALT. 1	307.1			CONCRETE STRUCTURE (WINGWALLS)		CY	15	500	7,500		
ALT. 1	404.1			CORRUGATED METAL PIPE (CMP) (18" DIA)		LF	30	85	2,550		
ALT. 1	401.4			END TREATMENT STRUCTURE (TYPE II) (18" DIA)		EA	2	2,500	5,000		
ALT. 1	502			CONCRETE TRAIL, 5" THICK (8" TOEDOWN)		SY	2691	63	169,533		
ALT. 1	502			CONCRETE TRAIL, 5" THICK (24" TOEDOWN)		SY	924	69	63,756		
ALT. 1	502			CONCRETE TRAILHEADS, NODES & TURN OUT/REST AREAS, 5" THICK		SY	88	68	5,984		
ALT. 1	505.1			CONCRETE RIPRAP (5" THICK)		SY	50	250	12,500		
ALT. 1	515.1			TOPSOIL (4" THICK)		CY	403	35	14,105		
ALT. 1	516			SODDING		SY	3624	6	21,744		
ALT. 1	531			TABLETOP INTERPRETIVE UNIT		EA	1	2,500	2,500		
ALT. 1	531			MILE MARKER SIGN/SHARE THE PATH SIGN WITH METAL TUBE		EA	1	700	700		
ALT. 1	531			QUARTER MILE MARKER SIGN/SHARE THE PATH SIGN WITH METAL TUBE		EA	1	700	700		
ALT. 1	531			HIGH WATER WARNING SIGN/SHARE THE PATH SIGN WITH METAL TUBE		EA	2	700	1,400		
ALT. 1	531			TYPE II BARRICADE (CLOSED SIDEWALK)		EA	1	550	550		
ALT. 1	531			BLIND CURVE AHEAD SIGN		EA	8	250	2,000		
ALT. 1	531			SHARP TURN AHEAD SIGN		EA	4	250	1,000		
ALT. 1	531			MUTT MITT POLE ASSEMBLY WITH DOUBLE SIGN		EA	2	550	1,100		
ALT. 1	535.1			4" WIDE YELLOW LINE		EA	987	2	1,974		

CITY OF SAN ANTONIO
025 UNIT PRICING FORM

PROJECT NAME: STINSON HIKE AND BIKE TRAIL
PROJECT NO. 33-00273

ALT. NO. 3	ITEM NO.	DESC. CODE	S.P. NO	PEDESTRIAN BRIDGE & APPURTENANCES BID ITEM DESCRIPTION	UNIT OF MEASURE	APPROX. QUANTITIES	UNIT BID PRICE	AMOUNT	ITEM SEQUENCE NO.	
				The City only will accept bid pricing to the hundredths. Any pricing extended out to three decimal points will be truncated to two decimal points in the City's favor.						
ALT. 3	100.1			MOBILIZATION	LS	1	16,000	16,000		
ALT. 3	100.2			INSURANCE & BOND	LS	1	7,500	7,500		
ALT. 3	101.1			PREP RIGHT-OF-WAY	LS	1	9,200	9,200		
ALT. 3	107.1			EMBANKMENT/FILL	CY	135	30	4,050		
ALT. 3	200.1			FLEXIBLE BASE (4" COMPACTED DEPTH)	SY	640	8	5,120		
ALT. 3	307.1			REINFORCED CONCRETE SLAB (BRIDGE DECK ONLY)	SF	960	22	21,120		
ALT. 3	308.1			DRILLED SHAFTS (36")	LF	140	175	24,500		
ALT. 3	400			CEMENT STABILIZED BACKFILL	CY	20	250	5,000		
ALT. 3	420			CONCRETE ABUTMENT	CY	20	700	14,000		
ALT. 3	502			CONCRETE TRAIL, 6" THICK (12" TOEDOWN) BETWEEN BRIDGE AND TRAIL	SY	125	65	8,125		
ALT. 3	502			CONCRETE TRAIL, 5" THICK (24" TOEDOWN)	SY	445	69	30,705		
ALT. 3	515.1			TOPSOIL (4" THICK)	CY	50	35	1,750		
ALT. 3	516			SODDING	SY	445	6	2,670		
ALT. 3	522			GUARDRAIL/HANDRAIL COMBO	LF	190	125	23,750		
ALT. 3	531			POST AND PANEL MAP UNIT	EA	1	1,150	1,150		
ALT. 3	531			POST AND PANEL ORDINANCE UNIT	EA	1	1,150	1,150		
ALT. 3	531			RELOCATE TABLETOP INTERPRETIVE UNIT	EA	1	750	750		
ALT. 3	531			TABLETOP INTERPRETIVE UNIT	EA	1	2,500	2,500		
ALT. 3	535.3			WORD "WALK YOUR BIKE"	EA	6	250	1,500		
ALT. 3	540.9			TEMPORARY SEDIMENT CONTROL FENCE	LF	740	3	2,220		
ALT. 3	801.3			LEVEL IIB PROTECTIVE FENCING (PER TREE)	EA	14	70	980		
ALT. 3	SS4000			PREFAB PED STL TRUSS BRG SPAN (80FT)	EA	1	94,000	94,000		
ALT. 3	SP.1			TEMPORARY BARRICADES, FENCING & PEDESTRIAN DETOURING UNITS	LS	1	8,500	8,500		

Total Bid Amount: 286,240⁰⁰

CITY OF SAN ANTONIO
025 UNIT PRICING FORM

PROJECT NAME: STINSON HIKE AND BIKE TRAIL
PROJECT NO. 33-00273

RCO Construction, LLC certifies that the unit prices shown on this complete computer print-out for all of the bid items and the alternates contained in this proposal are the unit prices intended and that its bid will be tabulated using these unit prices and no other information from this print-out.

RCO Construction, LLC Acknowledged and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total bid amount will be determined by multiplying the unit bid prices shown in this print-out by the respective estimated quantities shown in the proposal and then totaling all of the extended amounts. RCO Construction, LLC agrees to the terms, conditions, and requirements of the bidder's bid proposal.

Signed:  Date: 8/14/18

Title: President

CITY OF SAN ANTONIO
025 UNIT PRICING FORM

PROJECT NAME: STINSON HIKE AND BIKE TRAIL
PROJECT NO. 33-00273

BASE NO.	ITEM NO.	DESC. CODE	S.P. NO	SOUTH LOOP BID ITEM DESCRIPTION	UNIT OF MEASURE	APPROX. QUANTITIES	UNIT BID PRICE	AMOUNT	ITEM SEQUENCE NO.
				The City only will accept bid pricing to the hundredths. Any pricing extended out to three decimal points will be truncated to two decimal points in the City's favor.					
BASE	100.1			MOBILIZATION	LS	1	30,000	30,000	
BASE	100.2			INSURANCE & BOND	LS	1	12,600	12,600	
BASE	101.1			PREP OF RIGHT-OF-WAY	LS	1	16,000	16,000	
BASE	104.4			EXCAVATION	CY	400	35	14,000	
BASE	200.1			FLEXIBLE BASE (4" COMPACTED DEPTH)	SY	3030	8	24,240	
BASE	308.1			DRILLED SHAFTS (18")	LF	40	140	5,600	
BASE	404.1			CORRUGATED METAL PIPE (CMP) (18" DIA)	LF	30	85	2,550	
BASE	401.4			END TREATMENT STRUCTURE(TYPE II)(18" DIA)	EA	2	2,500	5,000	
BASE	420			CONCRETE FOOTING	CY	3	350	1,050	
BASE	502			CONCRETE TRAIL, 5" THICK (8" TOEDOWN)	SY	1409	63	88,767	
BASE	502			CONCRETE TRAIL, 5" THICK (18" TOEDOWN)	SY	411	65	26,715	
BASE	502			CONCRETE TRAIL, 5" THICK (24" TOEDOWN)	SY	1280	69	88,320	
BASE	502			CONCRETE TRAILHEADS, NODES & TURN OUT/REST AREAS, 5" THICK	SY	200	68	13,600	
BASE	505.1			CONCRETE RIPRAP (5" THICK)	SY	10	250	2,500	
BASE	515.1			TOPSOIL (4" THICK)	CY	357	35	12,495	
BASE	516			SODDING	SY	3217	6	19,302	
BASE	531			KIOSK STRUCTURE WITH MAP AT TRAILHEAD AND SOLAR LIGHT	EA	1	39,250	39,250	
BASE	531			POST AND PANEL WAYFINDING SIGN AT TRAILHEAD	EA	1	1,150	1,150	
BASE	531			POST AND PANEL ORDINANCE SIGN AT TRAILHEAD	EA	1	1,150	1,150	
BASE	531			QUARTER MILE MARKER SIGN/SHARE THE PATH SIGN WITH METAL TUBE	EA	2	700	1,400	
BASE	531			WAYFINDING SIGN WITH METAL TUBE	EA	1	700	700	
BASE	531			TABLETOP INTERPRETIVE UNIT	EA	1	2,500	2,500	
BASE	531			BLIND CURVE AHEAD SIGN (CAUTION SIGN)	EA	4	500	2,000	
BASE	531			MUTT MITT POLE ASSEMBLY WITH DOUBLE SIGN	EA	3	550	1,650	
BASE	535.1			4" WIDE YELLOW LINE	LF	987	2	1,974	
BASE	540.1			ROCK FILTER DAM, TYPE 4	LF	372	30	11,160	
BASE	540.6			CONSTRUCTION EXIT	SY	100	22	2,200	
BASE	540.9			TEMPORARY SEDIMENT CONTROL FENCE	LF	2540	2	5,080	

Tab D. Experience and Qualifications

EXPERIENCE AND QUALIFICATIONS

Prospective bidders must document that they are responsible, qualified, capable, bondable, etc., to fulfill and abide by the specifications listed herein, and have the capability and capacity, in all respects, fully to satisfy all of the contractual requirements described in this solicitation. Prospective bidders must not have been terminated by the City on any prior projects nor have any litigation with the City for any construction project.

1. All bidders' facilities, personnel and equipment may be subject to inspection before contract award.
2. Bids only will be considered from responsive businesses with experience in working on similar improvements and a demonstrated successful history in constructing projects with a similar scope to the proposed project (including clearing, excavation, concrete work, asphalt paving, grading and landscaping).
3. List the number of years your organization has been doing business as a construction general contractor: 8 years. If less than three (3) years, on a separate page submitted with your bid, kindly explain your organization's construction general contractor history.

RELEVANT (SIMILAR) EXPERIENCE PROJECT SHEETS:

Bidder shall include a project sheet for, at minimum, three (3) previous projects with similar scope that have been successfully completed within the last five (5) years that demonstrate knowledge of sequencing and staging challenges in a limited area of work due to native plant material that is to be protected, as well as having heavy foot traffic with Public Access to open adjacent portions of a park. Project sheets should demonstrate specific experience with the City of San Antonio Development Services Tree Ordinance and Landscape Ordinance or other municipal tree preservation and landscaping regulations; Federal ADA requirements, as well as State TDLR requirements for site and Park Improvements.

Each project sheet shall include:

- The Project name;
- Project scope, location;
- References (owner name with a phone number and email address);
- Original and final contract amount;
- Date of final completion;
- Names of project manager, superintendent, estimator and project engineer.

Bids submitted without required experience or equivalent experience, and documentation of similar projects, as stated herein, may be disqualified.



Exhibit A- Representative Projects

1. Name of Project: UTSA- Recreation Pool Facilities

Date of Project: August 31, 2016 Type of Contract: Facility/School
 Project Type: New Construction Original Contract Amount: \$357,274.00
 Location of Project: University of Texas at San Antonio- Main Campus
 Contact Name: Daniel Castillo Contact # 210-867-2608
 Scope: Concrete and Site Utilities (subcontracted from Byne Construction)

2. Name of Project: Purchase of Construction Services for an Access Road to the Lift Station at the Alamo Colleges

Date of Project: October 8, 2016 Type of Contract: City
 Project Type: New Construction Original Contract Amount \$216,043.00
 Location of Project: San Antonio College First Responders Academy
 Owner Name: Alamo Colleges
 Contact Name: Ruben Renteria Contact #: (210) 363-3173

3. Name of Project: Upper Martinez Roadway and Drainage Improvements

Date of Project: January 30th, 2018 Type of Contract: Municipal
 Project Type: New Construction/Renovation Original Contract Amount \$51,209.00
 Location of Project: Upper Martinez Waste Water Treatment Plant
 Owner Name: San Antonio River Authority
 Contact Name: Nicole Koeninger, PE Contact # (859) 866-6398

4. Name of Project: SAWS Annual Concrete Placement Work Orders Package 1 & 2

Date of Project: July 24, 2016 Type of Contract: City
 Project Type: New Construction Original Contract Amount: \$1,127,170.00
 Final Contract Amount: \$2,254,340.00 Number of Change Orders: 4
 Location of Project: San Antonio, TX Owner Name: San Antonio Water System
 Contact Name: Alissa Lockett Contact #: (210) 254-2790



CONSTRUCTION, L.L.C.

33-00273

5. Name of Project: Lackland AFB- Expand Main Switching Station

Date of Project: June 5, 2017	Type of Contract: Government
Project Type: Renovation/Upgrade	Original Contract Amount: \$2,894,756.74
Final Contract Amount: \$3,145,479.75	Number of Change Orders: 1
Location of Project: LAFB, TX	Owner Name: 502 nd Contracting Squadron
Contact Name: Edward Chilson	Contact #: (210) 925-1841

6. Name of Project: Building 661 Calumet Building & Grounds Improvements

Date of Project: May 9, 2016	Type of Contract: Government
Project Type: New Construction/Utility Wok	Original Contract Amount: \$76,490.00
Final Project Amount: \$108,395	Number of Change Orders: 2
Location of Project: Brooks City Base Authority	Owner Name: Brooks Development
Contact Name: Philip Elmore	Contact #: (210) 678-3300

5. Name of Project: SAWS Chilled Water Improvements

Date of Project: April 1, 2016	Type of Contract: City
Project Type: New Construction	Original Contract Amount: \$866,279.00
Final Contract Amount: \$866,279.00	Number of Change Orders: 0
Location of Project: San Antonio, TX	Owner Name: San Antonio Water System
Contact Name: Dan Meyers	Contact #: (210) 233-3991

6. Name of Project: SARA Euclid/Guenther Storm Water Retrofit Project

Date of Project: June 6, 2016	Type of Contract: City
Project Type: New Construction	Original Contract Amount: \$594,308.00
Final Contract Amount: \$780,799.00	Number of Change Orders: 4
Location of Project: San Antonio, TX	Owner Name: San Antonio River Authority
Contact Name: Aarin Teague	Contact #: (210) 302-3660



1. Reference:
Owner: Alamo Community College District
 1743 N. Main Ave, Bldg. 41 Room 101
 San Antonio, TX 78212

Architect: Bain Medina Bain
Ruben Renteria
 210-494-7223
 rubenr@bmbi.com

2. Contract Number:
 15C-027

3. Project Name: FRA Access Road to Lift Station

4. Contract Status _____ Active X Complete

Completion Date (w/extensions): August 2016
Contract Amount (w/change orders): \$216,043.00

5. Location: Alamo Colleges First Responders Academy- San Antonio, Texas

6. Project Scope:

Project consisted of a new concrete access drive to the fire academy college. Installation of lime treated subgrade, cement stabilized base, and 10,000 square feet of 8" thick concrete paving. Exterior improvements included new concrete culvert, fencing, entrance gates, striping, ADA access, and landscape.

*RCO self-performed 100% of this project

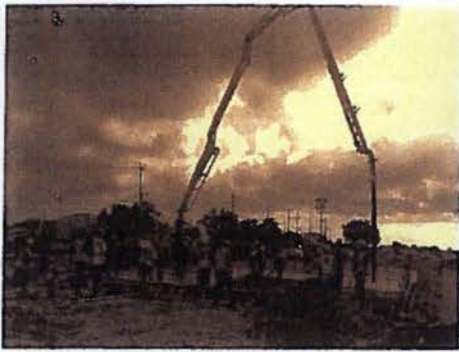
7. Key Project Personnel:

Project Manager-RJ Delagarza
Superintendent/QC Manager-Juan Hernandez



CONSTRUCTION, L.L.C.

5418 W. US HWY 90 • San Antonio, TX 78227
 Telephone: Office (210)739-5085 • Fax (210)684-0009
 Email: construction@rcollc.com



1. Reference:
Owner: USACE-Fort Worth District
819 Taylor Street
Fort Worth, TX 78102

Contact:
Felix Vega-QC/Project Manager
(210) 392-3387
felix.vega@trgcc.com

2. Contract Number:
W9126G-14-D-0019-0007

3. Project Name: ATC4 East Campus Quadrangle

4. Contract Status Active Complete

Completion Date: June 1, 2016
Contract Amount (w/change orders): \$1,753,197

5. Location: Lackland AFB, Texas

6. Project Scope:

Project consisted of sidewalks, curbs, planter walls, asphalt paving, slab foundations, light pole bases, security walls, Exercise pull up bars, site utilities, and site work done at Lackland AFB for new Airman Training Complex and Parking Lot. A major portion of work was the 5,000 SqFt pavilion in which we prepped and placed the foundation, along with contracted subs to complete the electrical, HVAC, and interior finish out of the building. Additional work included: utilities (drain boxes, culverts, SWPPP, inlets, storm water, sewer lines, relocation of fire hydrants, boot wash stations, water line chlorination), and site work (excavation, grading, trenching, tree protection).

7. Key Project Personnel:

Project Manager-RJ Delagarza
Superintendent/QC Manager-Richard Martinez

8. Key Subcontractors: HJD Capital Electric Inc, PowerHorse Construction, Fairway Landscape, Cruz Utility



CONSTRUCTION, L.L.C.

5418 W. US HWY 90• San Antonio, TX 78227
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a.1 Project Name: UTSA Recreation Pool Facilities

a.2 Location: University of Texas at San Antonio

a.3 Delivery Method: Firm Fixed Price

a.4 Project Description:

- Demolition of existing Storm Boxes, concrete sitework and piping
- Various Size Storm Drain Piping, Fittings, and Accessories
- Installed 6" French Drain
- Installed 8" Nyplast Drain Inlets
- Installed 12" Galvanized Trench Drains
- Installed Underground Domestic Water
- Discharge piping to grate inlet
- All under floor sump pits
- All 2'x2' grate Inlet ADA box grate
- Installed approx. 10,000Sqft of concrete paving to include sidewalks, walkways, and light pole bases

✓ **Project Entailed:**

- New construction, renovation, repair
- Asphalt/concrete paving
- Site utilities
- Landscaping
- Electrical construction

b. Images:



c. Final Construction Cost: \$357,274.00

d. Final Project Size: \$357,274.00

e. Type of Construction: Site Utilities

f. Construction Dates:

Notice to Proceed:	Substantial Completion:	Final Payment:
8/18/2015	8/31/16	11/30/16

g. Name of Project Manager: RJ Delagarza

h. Name of Project Superintendent: Daniel Ortiz



1. Reference:

Owner: San Antonio Water System
2800 U.S. Hwy 281 N, San Antonio, TX 78212

SAWS

Alissa Lockett – Director
210-254 - 2790
Alissa.Lockett@saws.org

2. Contract Number:

C-15-008-RA

3. Project Name: SAWS 2015-17 Annual Concrete Placement Work Orders

4. Contract Status Active Complete

Completion Date (w/extensions): June 21, 2017

Contract Amount (w/change orders) \$2,254,340.00

5. Location: San Antonio, Texas

6. Project Scope:

Furnish all materials, equipment, labor and supervision for the construction of concrete curbs, sidewalks, driveways, retaining walls, steps, rip rap, other designed concrete items, and associated work on an annual work order contract basis throughout the SAWS service area. Work also includes removal and replacing of existing concrete curb, sidewalks, driveways, commercial driveways, handrails, gates and fencing. RCO carefully plans in close coordination with SAWS prior to beginning any work to fully develop procedures and standards for the work that will be performed.

RCO self performed 100% of this contract

7. Key Project Personnel:

Project Manager-Matthew Delagarza
Superintendent/QC Manager-RJ Delagarza



CONSTRUCTION, L.L.C.

5418 W. US HWY 90 • San Antonio, TX 78227
Telephone: Office (210)739-5085 • Fax (210)684-0009
Email: construction@rcollc.com



1. Reference:

**Owner: Directorate of Public Works
Engineering Division (Contracting Section)
Bldg. 4610, Engineer Drive
Fort Hood, TX 76544**

Contact:

**Fredicinda Jones– Contract Specialist
(254) 287-9801
Fredicinda.d.jones.civ@mail.mil**

Date Awarded: 2/28/2017

**2. Contract Number:
W91151-17-C-0014**

3. Project Name: Replace Fire Water Line

4. Contract Status Active Complete

**Completion Date: November 15, 2017
Extending period of performance – N/A
Contract Amount (w/change orders): \$824,693.21**

5. Location: Fort Hood, Texas

6. Project Scope:

This project's scope includes the demolition of approximately 10,000 square feet of concrete, excavation and removal of approximately 400 linear feet of existing water line and associated valves and hydrants. As well as installation of new 12", 8", and 6" C900 pipe with all associated valves, valve boxes, fittings, and hydrants. RCO also self performed all concrete work from preparation to pour and finish out.

7. Key Project Personnel:

**Project Manager - RJ Delagarza
Superintendent - Daniel Ortiz
QC Manager - Herman Aquiningoc**



CONSTRUCTION, L.L.C.

5418 W. US HWY 90 • San Antonio, TX 78227
Telephone: Office (210)739-5085 • Fax (210)684-0009
Email: construction@rcollc.com



1. Reference:

Owner: San Antonio River Authority

SARA

Aarin Teague- Project Manager

210-227-1373

ateague@sara-tx.org

2. Contract Number: N/A

3. Project Name: Guenther/Euclid Storm water Retrofit Project

4. Contract Status Active Complete

Completion Date (w/extensions): March 30, 2017

Contract Amount (w/change orders) \$694,308.00

5. Location: San Antonio, Texas

6. Project Scope:

Furnish all materials, equipment, labor and supervision for the construction of:

A permeable paver parking lot to include 10,500 Sqft of new asphalt for center parking lot, and 46 parking spaces with permeable pavers. Excavation to a depth of 7' to install new underdrains, installation of 57 stone and 8 stone fill, and a layer of sand/rock for paver install. Parking lots also included 800LF of new curb and gutter, saw tooth curb, and flat curb. Retrofit to include the installation of 5 bio retention areas (new under drains ,compost fill) that connected to 5 cisterns to capture storm water runoff on the site

*RCO self-performed 80% of this project

7. Key Project Personnel:

Project Manager-RJ Delagarza

Superintendent/QC Manager-Aaron Villarreal



CONSTRUCTION, L.L.C.

5418 W. US HWY 90 • San Antonio, TX 78227
Telephone: Office (210)739-5085 • Fax (210)684-0009
Email: construction@rcollc.com

Tab E. Bid Bond

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

RCO Construction, LLC
5418 Hwy 90 W.
San Antonio, TX 78227

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

Mailing Address for Notices

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of San Antonio, Texas
100 Military Plaza, San Antonio, TX 78205
, US|

BOND AMOUNT: Five Percent of the Greatest Amount Bid

(5% G.A.B.)

PROJECT:

(Name, location or address, and Project number, if any)

Stinson Hike and Bike Trail Project #33-00273

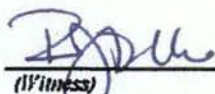
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

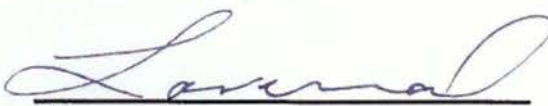
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of August

2018


(Witness)


(Witness) **Lorena Bonilla**

RCO Construction, LLC

(Principal)

(Seal)

By: 

(Title) **President**

Hudson Insurance Company

(Surety)

(Seal)

By: 

(Title) **Brent E. Baldwin**

Attorney-in-Fact

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, Texas 78714-9104
Fax No. (512) 475-1771**

PREMIUM or CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

Notice of Applicability of Chapter 2253 of the Texas Government Code

These bonds are furnished in an attempt to comply with Chapter 2253 of the Texas Government Code. These bonds shall be construed to comply with such Chapter regarding the rights created, limitations on those rights, and remedies provided. Any provision in the bonds to which this Rider is attached that expands or restricts a right or liability under such Chapter shall be disregarded, and such Chapter shall apply to these bonds.



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

William D. Baldwin, Darrell B. Allen, Monica L. Campos, Michael B. Hill, Brent E. Baldwin, Brock A. Baldwin, Russ Frenzel, Brady K. Cox, Renee A. Folkerts of the State of Texas

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly signed, on this 13th day of December, 2016 at New York, New York.



Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By Michael P. Gleeson, Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 13th day of December, 2016 before me personally came Michael P. Gleeson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2017

STATE OF NEW YORK COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Form Bid 8 2010 (v2.1)

In witness the hand of the undersigned and the seal of said Company this 7th day of August, 2018

By Dina Daskalakis, Corporate Secretary

Tab F. Subcontractor/Supplier Utilization Plan



CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: *Stinson Hike and Bike Trail*

PRIME CONTRACTOR NAME: RCO Construction, LLC

Please review the following information before completing the form:

1. Prime contractor must list ALL certified and non-certified Subcontractors/Suppliers that will be utilized for the entire contract period (see page 2).
2. A Subcontractor/Supplier Utilization Plan that does not satisfy City subcontracting goal(s) placed on this solicitation and absent an approved Subcontracting Goal- Waiver (at the time of bid submission) by the Small Business Office will be deemed NON-RESPONSIVE.
3. For a Prime contractor or Subcontractor to count toward a City required subcontracting goal(s), the Prime contractor or Subcontractor must be SBEDA eligible and have the same certification(s) as the City required subcontracting goal(s).

To be SBEDA eligible, a Prime contractor or Subcontractor must be certified as a Small Business Enterprise (SBE) through SCTRCA **AND** must be headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area. SBEDA eligibility can be verified through the link <http://www.sanantonio.gov/purchasing/vendorinformation/cosavendorlisting>. For further clarification, please contact Small Business Office at (210) 207-3922 or refer to the SBEDA language within the solicitation document(s).

To be Completed by City Staff			To be Completed by Prime Contractor		
SOLICITATION API's	EVALUATION POINTS APPLIED	CITY REQUIRED SUBCONTRACTING GOAL	PERCENT SBEDA ELIGIBLE PARTICIPATION	MEETING THE GOAL? (Y/N)	WAIVER SUBMITTED? (Y/N)
Minority and/or Women-Owned Business Enterprise (M/WBE) Subcontracting Program		23%	23%	Y	
African-American Business Enterprise (AABE) Subcontracting Program		2%	2%	Y	

***Please note that the participation by AABE subcontractors automatically counts towards the MWBE subcontracting goal.**

I hereby affirm that the information on this form is true and complete to the best of my knowledge and belief. I possess internal documentation from all proposed Subcontractors/Suppliers confirming their intent to perform the scope of work for the price or percentage indicated. I understand and agree that if approved, this document shall be attached thereto and become a binding part of the contract.

Prime Contractor's Authorized Agent: Sign and Date *[Signature]* 8/14/18 Name *Roland Davila* Title *President*

Director or Designee of Economic Development: Sign and Date

APPROVED DENIED

All sections of the following table must be completed for all firms listed. List all *certified or non-certified* Subcontractors/Suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

ROLE	NAME OF FIRM	SBEDA ELIGIBLE (YES/NO)	DOLLAR AMOUNT BY FIRM	% OF TOTAL CONTRACT VALUE BY FIRM	WORK TO BE PERFORMED (5 DIGIT NIGP CODE)
PRIME CONTRACTOR	RCO Construction, LLC	YES-MBE	\$416,753	93%	914
SUB	Fairway Landscape	YES- WBE	\$31,000	5%	790
SUB	Consolidated Installation Support (CIS, LLC)	YES-AABE	\$10,500	2%	801
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Tab G. Signed Addenda Acknowledgement Forms



CITY OF SAN ANTONIO
AVIATION DEPARTMENT
ADDENDUM NO. 1

PROJECT NAME: STINSON HIKE & BIKE TRAIL

PROJECT NO.: 33-00273

DATE: 06/27/18

ADDENDUM NO.1



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

- 1) The following Plan Sheets have been updated with a Revision Cloud:
 - a. **C002 – Summary of Quantities:** South Loop Summary Quantity Table has been updated to remove items that are part of the Pedestrian Bridge Improvements (Base Bid) and it also includes additional revised quantities. Pedestrian Bridge Improvements include the 570 square yards of concrete trail, Pedestrian Bridge with the structural components, signs (all types), striping, and pedestrian detouring signs. The items removed are to be included in the Pedestrian Bridge and Appurtenances Summary of Quantity Table (Alternate Bid #3).
 - b. **C004 – General Notes:** Note #60 has been updated.
 - c. **C307 – South Loop P&P STA 34+00.00 to 38+00.00:** Includes note to state “Alternate Bid #3 Includes the Concrete Trail, Pedestrian Bridge and Structural Appurtenances, Signs (All Types), Striping, & Pedestrian Detouring Signs, Beginning at STA 37+05.15 to STA 42+80.82”.
 - d. **C308 – South Loop P&P STA 38+00.00 to 42+00.00:** Includes note to state “Alternate Bid #3 Includes the Concrete Trail, Pedestrian Bridge and Structural Appurtenances, Signs (All Types), Striping, & Pedestrian Detouring Signs, Beginning at STA 37+05.15 to STA 42+80.82”. Guardrail with handrail has been incorporated on the concrete trail from STA 40+66.30 to STA 41+02.46 and from STA 41+82.46 to STA 42+00.00.
 - e. **C309 – South Loop P&P STA 42+00.00 to 42+80.82:** Includes note to state “Alternate Bid #3 Includes the Concrete Trail, Pedestrian Bridge and Structural Appurtenances, Signs (All Types), Striping, & Pedestrian Detouring Signs, Beginning at STA 37+05.15 to STA 42+80.82”. Guardrail with handrail has been incorporated on the concrete trail from STA 42+00.00 to STA 42+41.11.
 - f. **C601 – South Loop Signage Layout STA 9+85.00 to 24+00.00:** Tabletop Unit #2 has been removed from the project. Additionally, Tabletop Unit #3 has an updated graphic and a note that states that the contractor is to coordinate with Aviation Personnel for graphic information.
 - g. **C602 – South Loop Signage Layout STA 34+00.00 to 42+80.82:** Tabletop Unit #7 and Tabletop Unit #10 have a note that state that the contractor is to coordinate with Aviation Personnel for graphic information.
 - h. **C603 – North Loop Signage Layout STA 16+55.00 to 31+00.00:** Tabletop Unit #14 has an updated graphic and a note that states that the contractor is to coordinate with Aviation Personnel for graphic information.
 - i. **C604 – Signage Details (1 of 3):** Tabletop Unit #2 Detail has been removed from the project. Additionally, Tabletop Unit #3 Detail has an updated graphic.
 - j. **C605 – Signage Details (2 of 3):** Tabletop Unit #14 Detail has an updated graphic.
 - k. **C702 – Civil Details:** Multiple Box Culverts Sheet 2 of 2 has been revised to include a 4’X2’ Section Dimension for the Culverts.
 - l. **L202 – Trailhead Kiosk Details:** Detail 6 (Kiosk Graphics) has been updated to include the UNESCO Graphic.
 - m. **S100 – Pedestrian Bridge Layout:** Guardrail with handrail has been incorporated on the eastern side of the pedestrian bridge.



**CITY OF SAN ANTONIO
AVIATION DEPARTMENT**

Attachments:

C002 – Summary of Quantities
C004 – General Notes
C307 – South Loop P&P STA 34+00.00 to 38+00.00
C308 – South Loop P&P STA 38+00.00 to 42+00.00
C309 – South Loop P&P STA 42+00.00 to 42+80.82
C601 – South Loop Signage Layout STA 9+85.00 to 24+00.00
C602 – South Loop Signage Layout STA 34+00.00 to 42+80.82
C603 – North Loop Signage Layout STA 16+55.00 to 31+00.00
C604 – Signage Details (1 of 3)
C605 – Signage Details (2 of 3)
C702 – Civil Details
L202 – Trailhead Kiosk Details
S100 – Pedestrian Bridge Layout

End Addendum No. 1

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

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

SPECIFICATIONS FOR CONSTRUCTION OF STINSON HIKE & BIKE TRAIL 33-00273

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

Company Name: RCO Construction, LLC

Address: 5418 US HWY 90 W.

City/State/Zip Code: San Antonio, Tx 78227

Date: 8/14/18

[Signature]
Signature

Roland Davila / President
Print Name/Title



**CITY OF SAN ANTONIO
AVIATION DEPARTMENT**

ADDENDUM NO. 2

PROJECT NAME: STINSON HIKE & BIKE TRAIL

PROJECT NO.: 33-00273

DATE: 07/17/18

ADDENDUM NO.2



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

-
- 1) Agenda & Sign-In Sheet.
 - 2) Pre-Bid Power Point Presentation.
 - 3) Meeting Minutes:
 - a. Comments:
 - i. The contractor is to coordinate with Aviation Personnel - Martin Morris or Peter Persha, for staging area location and construction activities throughout the duration of the project. Mr. Morris would recommend contacting him prior to a walk-through.
 - ii. No soils are to leave the site.
 - iii. Contact Maria Godina for Wage and Labor Compliance at maria.godina@sanantonio.gov.
 - iv. Graphics for Historical information for Tabletop Units are to be provided by COSA Aviation.
 - v. The correct address for the City Council Chambers and Bid submittals is 719 S. Santa Rosa, San Antonio, Texas 78204. Bid Opening Location will be announced no later than July 31, 2018 and included in the Final Addendum.
 - vi. COSA Parks and Recreation Representative recommends that the contractor should visit the Greenway Trails within the COSA Parks Trail System or go to the City's website to obtain a sense of the Howard W. Peak Greenway Trail System network and how it is laid out.
 - vii. Contact Theresa Mata – Project Manager at 210.207.1651, for additional questions.
 - b. Addendum 1 Items:
 - i. Removed Items from the Base Bid to be included within Alternate Bid #3



**CITY OF SAN ANTONIO
AVIATION DEPARTMENT**

- ii. Revised Note 60 on General Notes Sheet
 - iii. Included guardrail/handrail combo on Trail from station 40+66.30 to 41+02.46 and from station 41+82.46 to 42+41.11
 - iv. Removed Tabletop Unit #2 and included graphics for Tabletop Units
 - v. Revised Multiple Box Culvert Detail Sheet 2 of 2
 - vi. Included UNESCO Graphic on Kiosk
- c. Questions and Answers from Pre-Bid Meeting on July 11, 2018.
- i. Q: Is there going to be access on site for equipment (outside operations)?
A: **Yes. There is ample room on the south loop for access.**
 - ii. Q: Are SBEDA goals applicable to all bids?
A: **Yes. They are applicable to all bids.**
 - iii. Q: Is the project schedule intended to include Base Bid and Alternates?
A: **Yes.**
 - iv. Q: Will the project schedule be extended due to work stoppage?
A: **Yes. The maximum extension is for 90 days per COSA Aviation.**
 - v. Q: Can the contractor access the project through the east side of the acequia?
A: **Yes. But the contractor will have to coordinate with SARA and repair any damages attributed to mobilization.**
 - vi. Q: Will the contractor be responsible for any damage to the trail within the project limits?
A: **San Antonio Parks and Recreation stated that this has not typically been an issue on other trail projects for the parks department. But, per COSA Aviation, the contractor will be responsible for any damage to the offsite road that is caused by the contractor if it is utilized in any way.**
 - vii. Q: Can the cost be broken out per Base Bid and Additive Alternates and be provided to the contractor?
A: **The estimated construction cost of 1,595,000 represents the work that is to be included within the Base Bid, Alternate Bid #1, and Alternate Bid #3.**
- 4) SBEDA Requirements
 - 5) Soil Management Plan
 - 6) Storm Water Management Plan
 - 7) Updated Form 010 (FORMAL QUALIFIED INVITATION FOR BIDS).
Updated address for Bid submittals.
 - 8) Updated form 040 (STANDARD INSTRUCTIONS TO RESPONDENTS).
Updated paragraph 12.3 to include additional verbiage.
 - 9) Updated Tree Plan Sheets Based on the Tree Review from the City of San Antonio's Development Services Department.



**CITY OF SAN ANTONIO
AVIATION DEPARTMENT**

Note: Addenda Acknowledgement Form for Addendum 2 is attached herein. This form must be signed and submitted with the bid package.

RECEIPT OF ADDENDUM NUMBER(S) 2 IS HEREBY ACKNOWLEDGED FOR PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF THE STINSON HIKE & BIKE TRAIL #33-00273
THIS ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE.

Company Name: RLO Construction, LLC

Address: 5418 US HWY 90W.

City/State/Zip Code: San Antonio, Tx 78227

Date: 3/17/18


Signature

Roland Dania/President
Print Name/Title



**CITY OF SAN ANTONIO
AVIATION DEPARTMENT**

ADDENDUM NO. 3



PROJECT NAME: STINSON HIKE & BIKE TRAIL

PROJECT NO.: 33-00273

DATE: 07/31/18

ADDENDUM NO.3

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

-
- 1) The following Plan Sheet(s) have been updated with a Revision Cloud.
 - a. **C002 – Summary of Quantities:** Alternate Bid #3 Pedestrian Bridge & Appurtenances Summary of Quantities, Item Number 307.1 “Class C Concrete (Abutments)” has been removed from the Quantity Table.
 - b. **C004 – General Notes:** Additional tree requirement Notes 11, 12, and 13 were included in the Tree Preservation Notes. Additionally, Note 1 was revised in the Tree Preservation Notes.
 - 2) Updated Form 010 (FORMAL QUALIFIED INVITATION FOR BIDS).
Bid Opening address has been updated to include the new address to 100 Military Plaza, San Antonio, TX, 78205.
 - 3) Updated Form 025 (UNIT PRICING FORM).
Alternate Bid #3 Item Number 307.1 “Class C Concrete (Abutments)” has been removed.
 - 4) Contractor’s Questions and Answers
 - i. Q: The quarter mile, mile, share, wayfinding tube mounted, high water and share the trail signs bend around a 24” concrete square column-right?
A: *That is correct – refer to Sheet C606 for the detail.*
 - ii. Q: It looks like the top pieces with the Stinson logo, the loop ID and sometimes the 911 locator text is centered on top of the column-right?
A: *Correction, it is the Howard W. Peak logo with “Stinson Trail” below. They’re centered on the marker.*
 - iii. Q: C002 South Loop 535.3 says there are 6 “Walk Your Bikes” but I don’t see that in the plans.
A: *There are 6 words; 3 words on both sides of the pedestrian bridge. The quantity is per word. Refer to Sheets C308 and C309.*
 - iv. Q: Share the trail shows on C606 but not in location pages. I’m assuming it is a 2 panel sign that bends on 2 spots of the column-right?
A: *They are located at the Node (Detail 6) on Sheet C602, and on the North Loop (Details 12 and 13) on Sheet C603. It occupies one of the panels on the marker.*



**CITY OF SAN ANTONIO
AVIATION DEPARTMENT**

- v. Q: L201 gives post diameters but L202 does not. The weather vane post is a post within a post, need diameters of both. The right side of the detail 6 picture panel is held up by the left side post of the kiosk graphics panel-right? (I finally figured out that the piece in detail above the bottom piece is the top piece straight on. I am not looking down. I do now see a diameter on the kiosk monument sign pole but not the weathervane pole.)
A: *Details 1 and 4 on sheet L202 provide pipe sizes. Detail 1 states 3-1/2" standard steel pipe (4" O.D.) The inner pipe should be 3-1/2" O.D. and fit snugly into the outer pipe. Per specifications, shop drawings are to be submitted by contractor.*
- vi. Q: How many solar lights are there?
A: *Only one solar light. Refer to Sheet L203 (Landscape Construction Details).*
- vii. Q: Does the boundary for takeoff of Alternate #3 begin at the 3-way intersection seen on page C318 and end when the trail reaches the existing Mission Reach trail? If not, could you please clarify the borders of Alternate #3.
A: *That is correct. Alternate #3 begins at the Node where the Northern Trail meets the Southern Trail, Station 37+05.15 to Station 42+80.82 utilizing the South Loop alignment.*
- viii. Q: Please indicate the start & end locations of the 'South Loop' and the 'North Loop'?
A: *Both Loops commence at the Trailhead; essentially, the South Loop begins at Station 9+85.00 to Station 42+80.82 (sheets C301 to C309). The North Loop begins at Station 10+15.00 to Station 42+76.27 (sheets C310 to 318).*
- ix. Q: Please provide culvert plans that are clearer to read as shown on C702.
A: *The plans are readable at full size sheets.*
- x. Q: Please provide manufacture information for the bicycle racks.
A: *Refer to Construction Specifications (Item 12 9310 – Site and Street Furnishings) located in the Front-End Documents.*
- xi. Q: Will a full set of specifications be provided?
A: *The specifications are included in the Front-end Documents.*
- xii. Q: Why was this project previously cancelled?
A: *The permit requirements had not been finalized.*
- xiii. Q: I am not finding where the concrete trail with 18" toedowns is located on the south loop plans. Please advise.
A: *The toedown depths and station locations are included on Sheet C700.*
- xiv. Q: There are multiple locations of concrete trail with 30" toedowns. Can this be added as a pay item? Please advise.
A: *Refer to Sheet C700 for toedown depths and locations. The concrete trail does not include a 30" toedown.*
- xv. Q: Can an excel version of the bid tab be provided?
A: *Excel file is proprietary, and it cannot be provided, unless it is requested by the Public Records Department after the project has been approved by the City Council.*



**CITY OF SAN ANTONIO
AVIATION DEPARTMENT**

- xvi. Q: Has the City determined that this project will be required to work sunrise to sundown Monday through Saturday?
A: *There are no restrictions for work hours on this project. Overtime will not be paid.*
- xvii. Q: Will the City provide a resident inspector sunrise to sundown Monday through Saturday for the duration of the project?
A: *Inspections will be performed periodically by personnel from COSA Aviation and other departments (e.g. Parks, DSD, etc).*
- xviii. Q: Which contact requirement takes precedence, the contract time or the sunrise to sundown requirement?
A: *Contract time is the contract requirement.*
- xix. Q: Explain how the City will define "work" that must occur sunrise to sundown Monday through Saturday.
A: *"WORK" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by Contractor, or any Subcontractors, Sub-Subcontractors, material suppliers or any other entities for which Contractor is responsible, to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. There are no requirements for work hours.*
- xx. Q: Access to East Abutment of the Pedestrian Bridge is from Mission Road then North on the existing River Walk Trail?
A: *It is recommended that the contractor accesses the abutment within the project limits, but if the contractor utilizes a route through the river, then the contractor is to coordinate any routes within the River Reach Trail limits with the San Antonio River Authority.*
- xxi. Q: Since the East Abutment will need to be accessed by Tandems/Trailer type dumps, Drilling Equipment, Ready-mix Trucks, Large Cranes, etc., is there a time limit on how long the Riverwalk Trail can be closed?
A: *The contractor is to coordinate working hours within the River Reach Trail limits with the San Antonio River Authority.*
- xxii. Q: To access this area with the above equipment, a temporary crossing will need to be constructed at the existing Pedestrian Bridge. Will any special permits be required? It may include additional clearing, if so will this be allowed?
A: *A temporary crossing will only be permissible if the crossing supports are located outside the acequia's non-disturbance zone, which is a minimum of 10 feet away from the acequia banks. No permits will be required as they have been cleared by the City. Clearing is permissible only if non-heritage trees are protected and the clearing is outside the acequia's non-disturbance zone.*
- xxiii. Q: What assurance do we have that the SARA or NPS or whomever will allow the required temporary access construction to be installed in their ROW?
A: *COSA Aviation will make arrangements for access to the road mentioned in the Pre-Bid meeting.*



**CITY OF SAN ANTONIO
AVIATION DEPARTMENT**

- xxiv. Q: Is it possible to access the East Abutment from the Cemetery Property that lies just North of the project?
A: *The cemetery is not within the project/property limits, but the contractor may contact the owner of the cemetery and inquire if access to the project from his/her property is viable.*
- xxv. Q: A Satellite View of the project area shows an existing road into the project site just West of the Mission Road/SARA Trail crossing. With some additional clearing, would this road be available for a potential access avenue to alleviate impacting the existing SARA Trail?
A: *If the road is within the project/property limits and Heritage trees will not be removed or damaged, then yes, the contractor may perform additional clearing, with no additional cost to the project. If it is outside the project/property limits, then the contractor may contact the owner of the property and inquire if access to the project from his/her property is viable.*
- xxvi. Q: Alternate #3 has both 307.1 Concrete Abutment Item and a 420.0 Concrete Abutment Item. Correct to assume the 307.1 item is the specification to follow?
A: *Item 307.1 – Class C Concrete (Abutments) has been removed from the quantities.*
- xxvii. Q: Are the map unit and ordinance units 2 sided?
A: *No. Also note the perforated screen (shown in detail 5/L202) on the back of the kiosk graphic panels.*
- xxviii. Q: The star/quatrefoil, is it to be finished with old copper and Tucson gold paint or reflective white vinyl? It asks for both.
A: *Old Copper is to be applied on the outer edge of the quatrefoil and Tucson Gold is to be applied in the interior area (the arrows point to different areas). Refer to Sheet C606 Signage Details (Sheet 3 of 3).*
- xxix. Q: Are Financial Statements required to be submitted with the Bid Proposal?
A: *Financial statements are not required to be submitted with Bid Proposal. Only the forms listed in the Invitation for Bids Form 010. However, prior to City Council's approval of contract, a financial background check will be performed on the lowest bidder as part of City's Due Diligence in awarding contracts.*
- xxx. Q: If the tree tags no longer exist, who is responsible for replacement?
A: *The contractor is to refer to the Tree Preservations Notes from Sheet C004 and the Tree Preservation Plans from Sheet C100 to Sheet C111 for tree locations and descriptions.*
- xxxi. Q: Existing readable tags will be key for the layout/clearing/tree protection operation. Will this "tagging" operation be accomplished/re-established before the project is scheduled to start?
A: *See previous response.*

Attachments:

Sheet C002 – Summary of Quantities
Sheet C004 – General Notes
Form 010 – Form 010 (FORMAL QUALIFIED INVITATION FOR BIDS)
Form 025 – Form 025 (UNIT PRICING FORM).



**CITY OF SAN ANTONIO
AVIATION DEPARTMENT**

Note: Addenda Acknowledgement Form for Addendum 3 is attached herein. This form must be signed and submitted with the bid package.

RECEIPT OF ADDENDUM NUMBER(S) 3 IS HEREBY ACKNOWLEDGED FOR PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF THE STINSON HIKE & BIKE TRAIL #33-00273 THIS ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE.

Company Name: RCD Constructors, LLC

Address: 5418 US HWY 90 W.

City/State/Zip Code: San Antonio, TX 78207

Date: 01/14/18

[Signature]
Signature

Roland Davila / President
Print Name/Title



**CITY OF SAN ANTONIO
AVIATION DEPARTMENT**

ADDENDUM NO. 4

PROJECT NAME: STINSON HIKE & BIKE TRAIL

PROJECT NO.: 33-00273

DATE: 08/01/18

ADDENDUM NO.4



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

- 1) The following Plan Sheet(s) have been updated with a Revision Cloud.
 - a. **C001 – Index of Sheets:** Sheet C112 (Overall Canopy Clearing) and Sheet C113 (Tree Preservation Mitigation Inventory) have been included in the Index of Sheets.
- 2) Updated Form 010 (FORMAL QUALIFIED INVITATION FOR BIDS).
Bid Opening date has been extended to 08/14/18.
- 3) Updated Form 025 (UNIT PRICING FORM).
Included the Complete Form 025.
- 4) Clarification to Questions and Answers included in Addendum #2 from July 17, 2018.
 - i. Clarification to Question 2: *The project's SBEDA goals apply to the Base Bid and not the Alternates. This clarifies a response to a question that was included in Addendum #2 where it states that the goals are based on 'all bids'.*

Attachments:

Sheet C001 – Index of Sheets
Form 010 – Form 010 (FORMAL QUALIFIED INVITATION FOR BIDS)
Form 025 – Form 025 (UNIT PRICING FORM)



**CITY OF SAN ANTONIO
AVIATION DEPARTMENT**

Note: Addenda Acknowledgement Form for Addendum 4 is attached herein. This form must be signed and submitted with the bid package.

RECEIPT OF ADDENDUM NUMBER(S) 4 IS HEREBY ACKNOWLEDGED FOR PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF THE STINSON HIKE & BIKE TRAIL #33-00273 THIS ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE.

Company Name: RCO Constructors, LLC

Address: 5418 US HWY 90 W.

City/State/Zip Code: San Antonio, TX 78221

Date: 8/14/18

[Signature]
Signature

Roland Davila/President
Print Name/Title

Tab H. Form 1295

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RCO Construction LLCsa
San Antonio, TX United States

Certificate Number:
2018-391684

Date Filed:
08/14/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of San Antonio

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
33-00272
Stinson Hike and Bike Trail

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Roland Davila, RCO Construction, and my date of birth is 4/27/86.

My address is 5418 W US HWY 90, San Antonio, TX, 78227, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 14th day of August, 2018.
(month) (year)



Christie C. Hernandez
[Signature]

Signature of authorized agent of contracting business entity
(Declarant)

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Carlos H. Cascos
Secretary of State

Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

RCO CONSTRUCTION, L.L.C.
Filing Number: 801270608

Certificate of Formation

May 18, 2010

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on June 09, 2015.



A handwritten signature in black ink, appearing to read "Cascos" followed by a horizontal line.

Carlos H. Cascos
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State

March 30, 2011

The Law Office of Gilbert Vara, Jr.
The Ariel House, 8118 Datapoint Dr.
San Antonio, TX 78229 USA

RE: RCO CONSTRUCTION, L.L.C.
File Number: 801270608

It has been our pleasure to file the Restated Certificate of Formation for the referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

If we may be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

**RCO CONSTRUCTION, L.L.C.
801270608**

The undersigned, as Secretary of State of Texas, hereby certifies that a Restated Certificate of Formation for the above named domestic limited liability company (llc) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 03/29/2011

Effective: 03/29/2011



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

EXHIBIT 3
ENABLING ORDINANCE NO. _____