

# CITY OF SAN ANTONIO

Issued By: Transportation & Capital Improvements  
ID NO.: 2601010001

Date Issued: February 2, 2015

## (010) FORMAL INVITATION FOR BIDS (IFB) and CONTRACT FOR LABOR AND MATERIALS FOR ASPHALT WORK FOR PARK OPERATIONS

Sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the Office of the City Clerk, City Hall, 100 Military Plaza, 2nd floor San Antonio, TX 78205 until **2:00 P.M. CST on Tuesday, March 3, 2015** and publicly read aloud in **City Council Chambers at 114 W. Commerce, Municipal Plaza Building**. This is the **solicitation deadline**. Bids must be submitted in a sealed envelope and clearly marked with the due date of bid, bidder name, Project Name and ID NO. The City is not responsible for submissions not clearly and appropriately marked. Late submissions will be rejected and returned to bidder. A Non-Mandatory Pre-bid meeting will be held at 114 W. Commerce, San Antonio, TX 78205 in the 9<sup>th</sup> fl. conference room on Wednesday, February 11, 2015 at 10:00 A.M. **Deadline for questions: 4:00 P.M., February 20, 2015.**

### This invitation includes the following Contract Documents:

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

Plans, Specifications and Special Conditions and all addenda will be posted on the web at [www.sanantonio.gov/rfp listings](http://www.sanantonio.gov/rfp listings) along with this solicitation. Changes to Plans, Specifications and Special Conditions will be included in an addendum and may be obtained from the above mentioned site. Bidder understands and agrees that bidder is responsible for obtaining addenda and adhering to all requirements in addenda. City is not responsible for incorrect information obtained through other sources.

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

- |   |  |
|---|--|
| 1.) 010 Invitation for Bids and Contract Signature Page | 4.) Bid Bond   |
| 2.) 020 Bid Form  | 5.) Subcontractor/Supplier Utilization Commitment form |
| 3.) 025 Unit Pricing Form                               | 6.) Signed Addenda Acknowledgement Forms               |

This is a contract duration is for up to 3 years (**1095 calendar days**) or until the contract capacity has been exhausted.

The contract capacity for all labor and materials included in this Agreement shall not exceed, **SEVEN HUNDRED FIFTY THOUSAND & NO/100 DOLLARS (\$750,000.00)**.

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

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

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

Official Name of Company (legal): Friesenhahn Paving LLC

[Signature]  
Original Signature of Person Authorized to Sign Bid/Contract

Date

1-33-2015

Signer's Name:

Dutch Friesenhahn  
(Please Print or Type)

# CITY OF SAN ANTONIO

Project Name: ANNUAL CONTRACT FOR LABOR AND MATERIALS FOR ASPHALT WORK FOR PARKS OPERATIONS

Page 1 of 1

Date Issued:

The estimated construction budget for this contract is \$250,000.00

020

## BID FORM

### I. BASE BID

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

One million fifty-eight thousand four hundred eighty dollars 1,058,480.00

### II. UNIT PRICES

Bidders shall submit unit pricing on the 025 Unit Pricing form, and it shall be attached immediately following this sheet.

Friesenhahn Paving LLC  
Official Name of Company (legal)

(210) 649-1998  
Telephone No.

109166 Hwy 87 E  
Address

(210) 649-3893  
Fax No.

Adkins, Texas 78101  
City, State and Zip Code

Jesse@fpaving.com  
E-mail Address

RECEIVED  
CITY OF SAN ANTONIO  
CITY CLERK

2015 MAR -3 PM 1:26

CITY OF SAN ANTONIO  
025 UNIT PRICING FORM

PROJECT NAME: IDC: Labor and Materials for Asphalt Paving

ITEM NO.	DESC. CODE	BID ITEM DESCRIPTION	UNIT OF MEASURE	APPROX. QUANTITIES	UNIT BID PRICE	AMOUNT
1		TRAILS REPAIR (SEE ATTACHED TYPICAL ASPHALT PAVEMENT AND ASPHALT PATCH SPECIFICATION TO MATCH EXISTING GRADES)				
1		ASPHALT ONLY TYPE C FLAT RATE / COST PER ITEM	SY	5,000	\$16.00	\$ 80,000.00
1		ASPHALT ONLY TYPE D FLAT RATE / COST PER ITEM	SY	5,000	\$14.25	\$ 71,250.00
1		ASPHALT & BASE FLAT RATE / COST PER ITEM	SY	5,000	\$25.00	\$ 125,000.00
2		PARKING AREAS (SEE ATTACHED TYPICAL ASPHALT PAVEMENT)				
2		FLAT RATE / COST PER ITEM	SY	10,000	\$14.25	\$ 142,500.00
2		CRACK SEAL	LF	25,000	\$1.00	\$ 25,000.00
3		OVERLAY (TO INCLUDE MILLING EXISTING SURFACE 2" AND REPAVE AREAS WITH TYPE D ASPHALT TO MATCH)				
4		FLAT RATE / COST PER ITEM	SY	15,000	\$22.00	\$ 330,000.00
4		ASPHALT DEMOLITION				
4		FLAT RATE / COST PER ITEM OVER 500 SF	SF	15,000	\$2.00	\$ 30,000.00
4		FLAT RATE / COST PER ITEM UNDER 500 SF	SF	15,000	\$5.00	\$ 75,000.00
5		SPEED HUMPS				
5		COST PER ITEM	EA	50	\$1,562.00	\$ 78,100.00
6		MATERIALS				
6		BLACK BASE	TON		\$68.00	\$ -
6		ROAD BASE	TON		\$30.00	\$ -
7		CONCRETE WHEEL STOPS				
7		FLAT RATE / COST PER ITEM	EA	300	\$75.00	\$ 22,500.00
8		SEAL COAT				
8		FLAT RATE / COST PER ITEM	GAL	1,000	\$0.13	\$ 130.00
9		TACK COAT				
9		FLAT RATE / COST PER ITEM	GAL	1,000	\$5.00	\$ 5,000.00
11		PAINT STRIPING				
11		FLAT RATE / COST PER ITEM	LF	10,000	\$1.00	\$ 10,000.00
12		SUPPLEMENTAL EXCAVATION				
12		FLAT RATE / COST PER ITEM OVER 50 CY	CY	5,000	\$9.00	\$ 45,000.00
12		FLAT RATE / COST PER ITEM UNDER 50 CY	CY	1,000	\$14.00	\$ 14,000.00
13		EMERGENCY RESPONSE				
13		EMERGENCY RESPONSE FEE			\$5,000.00	\$ 5,000.00
					<b>Total Bid Amount:</b>	<b>\$ 1,058,480.00</b>

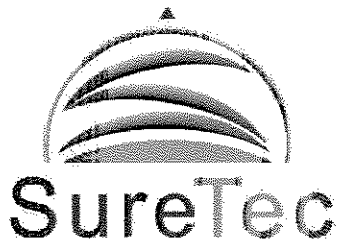
In consideration of submitted bids, bidders are required and shall fully complete each unit bid price line on the 025 unit pricing form contained herein. Any unit bid price line left incomplete or determined by the City to be under priced may result in a submitted bid being deemed non-responsive. Bidders agree that the unit bid prices submitted on said 025 form, will be held throughout the duration of this indefinite delivery contract.

FRIESENHAHN PAVING 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.

FRIESENHAHN PAVING acknowledges 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.

FRIESENHAHN PAVING agrees to the terms, conditions, and requirements of the bidder's bid proposal.

Signed: [Signature] Date: 03/03/2015  
Title: Estimator



## BID BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we Friesenhahn Paving, LLC.  
as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, as surety, hereinafter called the  
"Surety," are held and firmly bound unto City of San Antonio  
as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest amount bid by Principal for the  
payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the principal has submitted a bid for Asphalt Work for Park Operations  
Proj. No. 2601010001

**NOW, THEREFORE**, if the contract be timely awarded to the Principal and the Principal shall within such time as  
specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract,  
if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in  
said bid and such larger amount for which the Obligee 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.

**PROVIDED, HOWEVER**, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the  
final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing  
has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 2nd day of March, 2015.

Friesenhahn Paving, LLC.

(Principal)

BY: [Signature]

TITLE: Owner

**SURETEC INSURANCE COMPANY**

BY: [Signature]

Lisa M. Bielefeld, Attorney-in-Fact

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents,** That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

**Lisa M. Bielefeld**

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

**Principal:** Friesenhahn Paving, LLC.  
**Obligee:** City of San Antonio  
**Amount:** \$ 250,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved,* that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved,* that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof,** SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

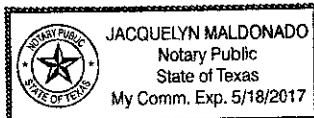
SURETEC INSURANCE COMPANY

By:   
**John Knox Jr., President**

State of Texas                      ss:  
 County of Harris



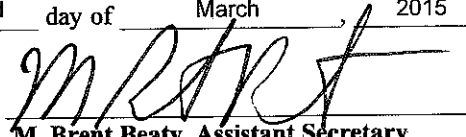
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; 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.



  
**Jacquelyn Maldonado, Notary Public**  
 My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 2nd day of March, 2015, A.D.

  
**M. Brent Beaty, Assistant Secretary**

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

<p style="text-align: center;"><b>SureTec Insurance Company</b> <b>THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</b> <b>Statutory Complaint Notice/Filing of Claims</b></p>
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To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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**Terrorism Risks Exclusion**

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

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**Exclusion of Liability for  
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.



City of San Antonio  
Subcontractor/Supplier Utilization Commitment Form

Solicitation Name: **Annual Contract for Labor and Materials for Asphalt Work for Parks Operations**

Respondent Name: Dutch Friesenhahn Friesenhahn Paving

Initial each statement and sign below.

☐ DF In responding to this solicitation for a task order contract, I hereby affirm my firm's commitment to meet the subcontracting requirements indicated in the solicitation.

☐ DF I understand a Minority/Women Business Enterprise (M/WBE) subcontracting goal of **fifteen** percent (15%) applies to this solicitation.

☐ DF I understand an African American Enterprise (AABE) subcontracting goal of **one** percent (1%) applies to this solicitation.

☐ DF I understand that self-performance by S/M/WBE prime respondents does not count toward these subcontracting goals.

☐ DF I understand that absent a waiver approved by the Small Business Office, failure to include a completed, signed copy of this Commitment Form to satisfy the subcontracting goals for this solicitation will render this response NON-RESPONSIVE.

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

☐ DF I understand in the absence of a waiver granted by the SBO, the failure of firm to attain these subcontracting goals for S/M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the under-utilization below the agreed-upon subcontracting goals, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

Signature

03/3/2015

Date

Dutch Friesenhahn President

Printed Name & Title



CITY OF SAN ANTONIO

**TRANSPORTATION & CAPITAL IMPROVEMENTS**

**THROUGH INNOVATION AND DEDICATION, WE BUILD AND MAINTAIN SAN ANTONIO'S INFRASTRUCTURE.**

**ADDENDUM No. 1**

**PROJECT NAME: ANNUAL CONTRACT FOR ASPHALT PAVING IN SAN ANTONIO PARKS**

**DATE: FEBRUARY 18, 2015**

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

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**REVISION TO INVITATION FOR BID (IFB) AND CONTRACT PAGE (FORM 010)**

**Form 010 – Originally posted on the City's solicitation website has been amended to read:**

It is understood and agreed that this Contract shall remain in force for the period of one (1) year, and the City shall retain an option to extend this Agreement for two (2) additional one (1) year option periods. The Director shall have the authority to exercise such options at his/her discretion.

The compensation for all labor and materials included in this Agreement shall not exceed, **TWO HUNDRED FIFTY THOUSAND & NO/100 DOLLARS (\$250,000.00)** per year. Any extension of this Agreement, up to two (2) additional one (1) year "Extension Periods", may increase the total amount of this Agreement annually to an amount not to exceed, **SEVEN HUNDRED FIFTY THOUSAND & NO/100 DOLLARS (\$750,000.00)**.

**END OF ADDENDUM No. 1**



# CITY OF SAN ANTONIO

Issued By: Transportation & Capital Improvements  
ID NO.: 2601010001

Date Issued: February 2, 2015

## (010) FORMAL INVITATION FOR BIDS (IFB) and CONTRACT FOR LABOR AND MATERIALS FOR ASPHALT WORK FOR PARK OPERATIONS

Sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the Office of the City Clerk, City Hall, 100 Military Plaza, 2nd floor San Antonio, TX 78205 until **2:00 P.M. CST on Tuesday, March 3, 2015** and publicly read aloud in **City Council Chambers at 114 W. Commerce, Municipal Plaza Building**. This is the **solicitation deadline**. Bids must be submitted in a sealed envelope and clearly marked with the due date of bid, bidder name, Project Name and ID NO. The City is not responsible for submissions not clearly and appropriately marked. Late submissions will be rejected and returned to bidder. A Non-Mandatory Pre-bid meeting will be held at 114 W. Commerce, San Antonio, TX 78205 in the 9<sup>th</sup> fl. conference room on Wednesday, February 11, 2015 at 10:00 A.M. **Deadline for questions: 4:00 P.M., February 20, 2015.**

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010	Invitation for Bids and Contract Signature Page	060	Supplemental Conditions
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050.01	SBEDA Guidelines	■	Wage Decision
■	Subcontractor/Supplier Utilization Commitment form		

Plans, Specifications and Special Conditions and all addenda will be posted on the web at [www.sanantonio.gov/rfp listings](http://www.sanantonio.gov/rfp listings) along with this solicitation. Changes to Plans, Specifications and Special Conditions will be included in an addendum and may be obtained from the above mentioned site. 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.

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It is understood and agreed that this Contract shall remain in force for the period of one (1) year, and the City shall retain an option to extend this Agreement for two (2) additional one (1) year option periods. The Director shall have the authority to exercise such options at his/her discretion.

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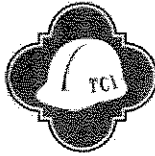
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Official Name of Company (legal): \_\_\_\_\_

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



CITY OF SAN ANTONIO  
**TRANSPORTATION & CAPITAL IMPROVEMENTS**

THROUGH INNOVATION AND DEDICATION, WE BUILD AND MAINTAIN SAN ANTONIO'S INFRASTRUCTURE.

**PROJECT NAME: ANNUAL CONTRACT FOR ASPHALT PAVING IN SAN ANTONIO PARKS**

RECEIPT OF ADDENDUM NUMBER(S) 1 IS HEREBY ACKNOWLEDGED FOR THE PROJECT:

**FOR WHICH BIDS WILL BE OPENED ON: TUESDAY, MARCH 3, 2015 AT 2:00 P.M. CST**

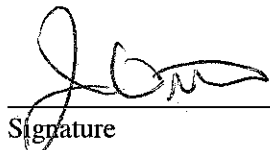
**\*\*\*THIS ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE.\*\*\***

Company Name: FRIESEN HAHN PAVING LLC.

Address: 10966 HWY. 87 E.

City/State/Zip Code: ADKINS TX 78101

Date: 02/18/2015



Signature

JESSE ORTIZ ESTIMATOR  
Print Name/Title



CITY OF SAN ANTONIO

**TRANSPORTATION & CAPITAL IMPROVEMENTS**

**THROUGH INNOVATION AND DEDICATION, WE BUILD AND MAINTAIN SAN ANTONIO'S INFRASTRUCTURE.**

**ADDENDUM No. 2**

**PROJECT NAME: ANNUAL CONTRACT FOR ASPHALT PAVING IN SAN ANTONIO PARKS**

**DATE: FEBRUARY 19, 2015**

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

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**Has been amended to read:**

"This is a contract duration is for up to 3 years (**1095 calendar days**) or until the contract capacity has been exhausted.

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**END OF ADDENDUM No. 2**

# CITY OF SAN ANTONIO

Issued By: Transportation & Capital Improvements  
ID NO.: 2601010001

Date Issued: February 2, 2015

## (010) FORMAL INVITATION FOR BIDS (IFB) and CONTRACT FOR LABOR AND MATERIALS FOR ASPHALT WORK FOR PARK OPERATIONS

Sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the Office of the City Clerk, City Hall, 100 Military Plaza, 2nd floor San Antonio, TX 78205 until **2:00 P.M. CST on Tuesday, March 3, 2015** and publicly read aloud in **City Council Chambers at 114 W. Commerce, Municipal Plaza Building**. This is the **solicitation deadline**. Bids must be submitted in a sealed envelope and clearly marked with the due date of bid, bidder name, Project Name and ID NO. The City is not responsible for submissions not clearly and appropriately marked. Late submissions will be rejected and returned to bidder. A Non-Mandatory Pre-bid meeting will be held at 114 W. Commerce, San Antonio, TX 78205 in the 9<sup>th</sup> fl. conference room on Wednesday, February 11, 2015 at 10:00 A.M. **Deadline for questions: 4:00 P.M., February 20, 2015.**

### This invitation includes the following Contract Documents:

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

Plans, Specifications and Special Conditions and all addenda will be posted on the web at [www.sanantonio.gov/rfp listings](http://www.sanantonio.gov/rfp listings) along with this solicitation. Changes to Plans, Specifications and Special Conditions will be included in an addendum and may be obtained from the above mentioned site. Bidder understands and agrees that bidder is responsible for obtaining addenda and adhering to all requirements in addenda. City is not responsible for incorrect information obtained through other sources.

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

- |   |  |
|---|--|
| 1.) 010 Invitation for Bids and Contract Signature Page | 4.) Bid Bond   |
| 2.) 020 Bid Form  | 5.) Subcontractor/Supplier Utilization Commitment form |
| 3.) 025 Unit Pricing Form                               | 6.) Signed Addenda Acknowledgement Forms               |

This is a contract duration is for up to 3 years (**1095 calendar days**) or until the contract capacity has been exhausted.

The contract capacity for all labor and materials included in this Agreement shall not exceed, **SEVEN HUNDRED FIFTY THOUSAND & NO/100 DOLLARS (\$750,000.00)**.

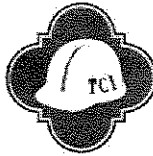
**Small Business Economic Development Advocacy (SBEDA) Program Compliance** – Respondents shall meet the subcontracting requirements as stated on Form 050.01 and on the Subcontractor/Supplier Utilization Commitment Form posted with this solicitation on the City's website.

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

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

Official Name of Company (legal): \_\_\_\_\_

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



CITY OF SAN ANTONIO  
**TRANSPORTATION & CAPITAL IMPROVEMENTS**

THROUGH INNOVATION AND DEDICATION, WE BUILD AND MAINTAIN SAN ANTONIO'S INFRASTRUCTURE.

**PROJECT NAME: ANNUAL CONTRACT FOR ASPHALT PAVING IN SAN ANTONIO PARKS**

RECEIPT OF ADDENDUM NUMBER(S) 2 IS HEREBY ACKNOWLEDGED FOR THE PROJECT:

**FOR WHICH BIDS WILL BE OPENED ON: TUESDAY, MARCH 3, 2015 AT 2:00 P.M. CST**

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

Company Name: FRIESENHAGEN PAVING, LLC.

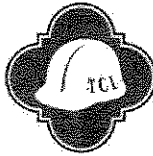
Address: 10966 HWY. 87 E.

City/State/Zip Code: ADKINS TX 78101

Date: 02/20/2015

  
Signature

JESSE ORTIZ Estimator  
Print Name/Title



CITY OF SAN ANTONIO  
**TRANSPORTATION & CAPITAL IMPROVEMENTS**

THROUGH INNOVATION AND DEDICATION, WE BUILD AND MAINTAIN SAN ANTONIO'S INFRASTRUCTURE.

**ADDENDUM No. 3**

**PROJECT NAME: ANNUAL CONTRACT FOR ASPHALT PAVING IN SAN ANTONIO PARKS**

**DATE: FEBRUARY 23, 2015**

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

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**QUESTIONS/CLARIFICATION ON SPECIFICATIONS:**

1. **Question:** *Can you please give an example of a common "scope of work" for concrete construction for this contract? From mobilization to proposal acceptance, to completed work, to invoicing and final payment. This brief description will allow us (bidders) to be sure we know what to expect. It allows everyone to be on same page for bidding.*

**Response:** For example, Concepcion Park had existing parking area that had many potholes and low lying areas. The budget did not allow for complete tear up and rebuilding. The depressed areas were cut, recompact, re-asphalted then the entire parking area was seal coated.

2. **Question:** *Will barricades and construction fencing be required for each job?*

**Response:** Yes, each job will require barricades and construction fencing.

3. **Question:** *Will a project sign be required for each job?*

**Response:** A project sign may be required for the job. If the repair is more than 2 days, signage is required.

4. **Question:** *Will a SWPPP plan be required for each job?*

**Response:** Since the asphalt is repair, a SWPPP is not required. Only for new construction is a SWPPP required.

5. **Question:** *Will tree protection be required for each job? What standard of protection does the Parks Department require around trees? What about if tree pruning is needed, is that part of our scope also?*

**Response:** Yes, tree protection is required for each job.

6. **Question:** *How does the proposal process work for each job?*

**Response:** The project manager meets the contractor on site and discusses the scope of work. The contractor provides a proposal to the project manager. If acceptable, the proposal is submitted by the project manager for a PO (purchase order), then the work is scheduled to be performed upon receipt of the PO.

7. **Question:** *How does the payment process work for each job?*

**Response:** The payment process will happen through PRIMELink

8. **Question:** *Will each individual job have separate payrolls or is payroll input for a yearly basis for the entire contract.*

**Response:** This contract will be active for three years or until the contract capacity has been reached. The contract capacity will be loaded into SAP and as task orders are issued, lines will be created on the purchase order.

9. **Question:** *Is the one course seal coat treatment a topping rock (pre-coat aggregate) or a slurry seal?*

**Response:** Slurry Seal

10. **Question:** *Can a manufactured speed hump be used as a substitute for an asphalt speed hump?*

**Response:** It can be.

**END OF ADDENDUM No. 3**



CITY OF SAN ANTONIO

**TRANSPORTATION & CAPITAL IMPROVEMENTS**

THROUGH INNOVATION AND DEDICATION, WE BUILD AND MAINTAIN SAN ANTONIO'S INFRASTRUCTURE.

PROJECT NAME: ANNUAL CONTRACT FOR ASPHALT PAVING IN SAN ANTONIO PARKS

RECEIPT OF ADDENDUM NUMBER(S) 3 IS HEREBY ACKNOWLEDGED FOR THE PROJECT:

FOR WHICH BIDS WILL BE OPENED ON: TUESDAY, MARCH 3, 2015 AT 2:00 P.M. CST

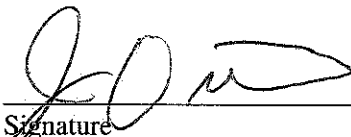
\*\*\*THIS ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE.\*\*\*

Company Name: FRIESEHUB PAVING LLC.

Address: 10966 HWY. 87 E.

City/State/Zip Code: ARLINS TX 78101

Date: 02/24/2015

  
Signature

JESSE ORTIZ Estimator  
Print Name/Title