



**2015 Annual Sanitary Sewer Main Point Repair, Manhole Adjustments and Laterals Construction
Contract – Package 2
Solicitation Number: CD-15-011-RA
Job No.: 15-0110, 15-1402 & 15-1403**

**ADDENDUM 1
April 17, 2015**

To Respondent of Record:

This addendum, applicable to work referenced above, is an amendment to the proposal and plans and specifications and as such will be a part of and included in the Contract Documents. Acknowledge receipt of this addendum by entering the Addendum number and issue date on the space provided in submitted copies of the proposal.

MODIFICATIONS TO THE SPECIFICATIONS

1. Replace the **Table of contents** within the specifications with the revised Table of Contents attached.
2. Insert **Instructions to Bidders** (attached) after the Invitation to Bidders within the specifications.

ACKNOWLEDGEMENT BY RESPONDENT

Each Respondent shall acknowledge receipt of this Addendum No. **X** by noting such and signing the Price Proposal.

This undersigned acknowledges receipt of this Addendum No. 1 and the proposal submitted herewith is in accordance with the information and stipulations set forth.

Date

Signature of Respondent

END OF ADDENDUM

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INSTRUCTIONS TO BIDDERS

1. Bids will be submitted in accordance with the following:
 - a. Sealed bids will be received by the office of **Contract Administration Division, San Antonio Water System, 2800 U.S. Hwy 281 North, Customer Center Building, Suite 171, San Antonio, Texas 78212**, until the time specified in the Invitation to Bidders.
 - b. If the submittal of a sealed bid is by any means other than personal/hand delivery, then it is the bidder's sole responsibility to ensure the bid is delivered to the exact location specified above, no later than the exact time specified in the Invitation to Bidders.
 - c. All bids errantly submitted or delivered to a location other than the exact location stated above will be returned unopened.
 - d. All bids received after the exact time set for the bid opening in the Invitation to Bidders will be returned unopened.
 - e. The San Antonio Water System Contracting Office may, at its sole discretion, without waiver of rights or authority, in equity or at law, return unopened, any bid not meeting the exact requirements as stated above.
2. Bids will be opened in accordance with the following:
 - a. Bids will be opened in a public setting and read aloud by a Contract Administration representative.
 - b. The lowest bid received at the time of the bid opening shall be designated as the "apparent low bid," whether announced in that manner or not, and shall not represent an acceptance of an offer.
 - c. All bid results are unofficially, tentative and subject to verification on the day of the bid opening.
 - d. No bid may be withdrawn after the scheduled bid opening time without the written consent of a Contract Administration representative.
 - e. The "official" bid results will be tallied on a "bid tabulation sheet" and may, within 10 business days of the bid opening, be posted on the San Antonio Water System's web site.
3. All bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid, payable without recourse to the San Antonio Water System. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond. ***Submission of an Individual Surety is not acceptable for purposes of bonding a bid bond.*** Bid Bonds, Certified or Cashier's checks will be retained for the first, second, and third lowest bidders until the contract is executed.
4. Bids must be submitted on the original bid form attached herein and shall be sealed in an envelope plainly marked on the outside with job number, the date and time of the bid opening, and the name of project bid on.

5. Bids will be prepared in accordance with the following:
- (a) The Bidder shall thoroughly examine the drawings, specifications, schedule, instructions and all other documents.
 - (b) Bidder shall make all investigations necessary to be informed thoroughly regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist, or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations to fulfill in every detail the requirements of the contract documents, will be accepted as the basis for varying the requirements of the San Antonio Water System or the compensation to the Contractor. Bidders are required, prior to submitting the Bid Proposal, to review the plans and read the specifications, special provisions and or special conditions, any addendums issued, proposal, contract and bond forms carefully; to visit the site of the work; to examine carefully local conditions; to inform themselves by their independent research, tests and investigations of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion; and to obtain all information required to make an intelligent proposal. Bidders shall rely exclusively upon their own estimates, investigations, tests and other data which are necessary for full and complete information upon which the proposal may be based. Any bidder, by submitting his Bid Proposal, represents and warrants: that he has prepared his bid in accordance with the specifications, with full knowledge and understanding of the terms and provisions thereof; that he has reviewed, studied and examined the bid prior to the signing and submission of same; and that he was cognizant of the terms of his proposal, verified his calculations and found them to be correct and agrees to be bound thereby; and that he has visited the site of work, has fully familiarized himself with the local and on-site conditions under which the work is to be performed and has correlated his observation with the requirements of the contract documents. In addition, the Bidder represents that he has satisfied himself as to subsurface conditions at the site of the work. Information, data and representations contained in the contract documents pertaining to the conditions at the site, including but not limited to subsurface conditions, are for information only and are not warranted or represented in any manner to accurately show the conditions at the site of the work. All risks of differing conditions at the site, including but not limited to subsurface conditions shall be borne solely by the Bidder.
 - (c) The Bidder shall furnish all information required by the bid form. The Bidder shall print or type his name and manually sign the Bid Proposal in the required area of the document.
 - (d) The Bidder is required to submit a Good Faith Effort Plan form and all SMWB Certification Certificates for the bidder or their subcontractors as part of the bid package. Bidder and/or their agents may contact the SMWB Program Manager, Marisol V. Robles, at 210-233-3420 for assistance or clarification with issues specifically related to the Small, Minority, and Woman Business (SMWB) Program policy and/or completion of the Good Faith Effort Plan form.
 - (e) The Bidder is required to submit a completed Conflict of Interest Questionnaire (CIQ Form). Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with SAWS shall file a completed Conflict of Interest Questionnaire (CIQ) with SAWS. The CIQ Form will be submitted as part of the bid. This form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Please consult your own legal advisor if you have questions regarding the statute or form. To report suspected ethics violations impacting The San Antonio Water System, please call 1-800-687-1918.

- (f) The Bidder is required to submit as part of the bid a letter from the insurance provider stating provider's commitment to insure the Contractor for the types of coverage's or an Insurance Certificate to be in conformance with the types of coverage's noted in General Conditions Section 5.7 – Contractor's Insurance Requirements, if awarded the contract.
- (g) Pursuant to Section 151.311 of the Texas Tax Code, as amended, in order for the San Antonio Water System to continue to benefit from its status as a State Sales and Use Tax Exempt Organization, construction contracts must be awarded on a "separated contract" basis. A "separated contract" is one that distinguishes the value of the tangible personal property (materials such as pipe, bricks, lumber, concrete, paint, etc.) to be incorporated into the project from the total contract price. Under the "separated contract" format, the contractor in effect becomes a "seller" to the San Antonio Water System of materials that are to be physically incorporated into the project realty. As a "seller", the contractor will issue a "Texas Certificate of Resale" to the supplier in lieu of paying the sales tax on materials at the time of purchase. The contractor will also issue a "Certificate of Exemption" to the supplier demonstrating that the personal property is being purchased for resale and that the resale is to a department of the City of San Antonio, Texas, which is a sales tax exempt entity. Contractors should be careful to consult the most recent guidelines of the State Comptroller of Public Accounts regarding the sales tax status of supplies and equipment that are used and consumed during project work but that are not physically incorporated into the project realty. Contractors that have questions about this law are asked to inquire with the State Comptroller of Public Accounts, at (512) 463-4600. Bidders will not include any federal taxes in bid prices since the San Antonio Water System is exempt from payment of such taxes. "Texas Certificates of Exemption", "Texas Certificates of Resale" and "Texas Sales Tax Permits" are forms available to the contractor through the regional offices of the State Comptroller of Public Accounts.
6. Any catalogue or manufacturer's reference used in describing an item is merely descriptive, and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. When items proposed differ in any way from those specified, Bidders are required to state exactly what they intend to furnish. Otherwise, they shall be required to furnish the items as specified.
7. The work shall be done and completed in accordance with the following Contract Documents as furnished by the San Antonio Water System:
- a. The Invitation to Bidders
 - b. The Instructions to Bidders
 - c. The Bid Proposal
 - d. The Payment Bond
 - e. The Performance Bond
 - f. The General Conditions of the Contract
 - g. The Supplemental Conditions of the Contract
 - h. The Special Conditions of the Contract
 - i. The Construction Specifications
 - j. The Standard Drawings
 - k. Addenda
 - l. Change Orders
 - m. Good Faith Effort Plan
 - n. Conflict of Interest Questionnaire
8. The successful Bidder will be required to execute the standard San Antonio Water System Contract Agreement, Performance and Payment Bonds as outlined in the General Conditions. These forms will be prepared and furnished by the San Antonio Water System. Surety shall provide a copy of the Power

of Attorney authorizing the Executing Agent the authority to execute the bond documents and bind the Surety to the bond conditions. These bonds shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the project. Contractor agrees that all Performance and Payment Bonds required shall be submitted in accordance with General Conditions, Sections 3.4 & 3.5. If the contract amount does not exceed \$25,000.00, then the Performance and Payment Bonds will not be required.

9. Where there is an error in the extension, the San Antonio Water System Contracting Office will extend the written unit price and make any corrections necessary. Any error will be corrected, and the correct amount will be the basis for determining the bid position.
10. Bidders are advised that estimated quantities of anticipated requirements during the contract period are not calculated with certainty. It is the policy of the Board, however, as a matter of prudent buying and contracting, to establish in advance of actual purchase or performance of the work, the price of the work which is anticipated, and the price on certain items calculated on the maximum number of a particular item which it might need during a contract period. Bidders are advised that during such period, the Board may determine not to purchase any of the items or may delete any or all of the work listed in a bid or invitation. Under such a contract, the Board's only commitment is to purchase the items from or proceed with the work by the successful Bidder at the price bid if the Board should, in fact, decide to purchase such items during the contract period or proceed with such work as proposed. On all bids, the Board reserves the right to reject a bid, which in the Board's judgment is "unbalanced." An "unbalanced bid" is defined as one in which a particular item or a class of items is bid at a figure sufficiently less than or higher than either general market price or Bidder's cost, so as to make the Bidder low on the overall bid but high on a significant number of other items. The Board reserves the right to exercise its judgment and reject such a bid as unqualified. If the Board nevertheless accepts such an unbalanced bid and the contract is awarded, the Board reserves the right to delete any or all of such items from the purchases to be made or work to be done.
11. The SAWS will provide all necessary rights-of-way or easements for the project.
12. No owner, stockholder, partner, officer, or employee of the Bidder, or any person who has a financial interest in this contract in any way, whether direct or indirect, shall be an officer or employee of the San Antonio Water System or the City of San Antonio at the time of bidding on this contract, or during the life of this contract. Any violations of this provision will render the bid or contract void.
13. The Contractor will establish a San Antonio address and telephone number and file that information with the Contracting Officer prior to starting work. If the contractor does not have a local office then they must submit the address and telephone number of the field office established for this project. The Contractor's address and telephone number will be maintained until the work is completed and accepted by the owner.
14. In case of ambiguity, duplication or obscurity in the bids, the San Antonio Water System Contracting Office reserves the right to construe and apply the meaning thereof. The San Antonio Water System Contracting Office reserves the right to reject any and all bids and to waive formalities.
15. The San Antonio Water System Contracting Office reserves the right, subject to the Contractor's approval, to extend any annual contract for an additional period of not more than one year, subject to the same terms and conditions as enumerated in the invitation and instruction to Bidders and at a price or prices not to exceed the prices quoted.
16. It is anticipated that the contract will be awarded within **60** days after bid opening to the **Responsible Bidder** whose bid, conforming to the invitation for bids, is most advantageous to the San Antonio Water

System. Bidders are advised that the awarding of contracts on a bid basis is a requirement of state law and city charter. The purposes of such requirements are: (1) to prevent the historic abuses of negotiated purchases; (2) to enable the Board to use its purchasing power to buy at the lowest possible prices for the benefit of the system and the public; and (3) to enable the Board to award the contract to other than the low Bidder when, in the Board's judgment, the low Bidder is not qualified. Bidders are advised that it is not the intention of the Board, necessarily, to award contracts on the basis of differences in the bids other than differences in basic "price of the item." The Board reserves the right to take whichever action as may, in the judgment of the Board, to be its best interest as follows:

- (1) Reject all bids;
- (2) Award the bids by the drawing of lots; or
- (3) Award the bids on the basis of differences other than price.

Bidders are advised that the awarding of bids is a matter solely within the jurisdiction of the Board of Trustees. The San Antonio Water System reserves the right to accept any items or groups of items in this bid. Execution of written acceptance of a bid by the San Antonio Water System shall constitute an award.

17. The San Antonio Water System Contracting Office may reject the apparent low Bidder when: (a) the Bidder misstates or conceals any material fact in the bid, or if (b) the Bidder does not conform with the law or the bid, or if (c) the bid is conditional, or if (d) the bid is unbalanced, or when (e) the lowest Bidder is not, in the Board's judgment, qualified, or when (f) the lowest bid is not, in the Board's judgment, the lowest and best bid, or if (g) the Bidder fails to acknowledge in the final bid price of the bid any and all addendums issued on the bid proposal prior to bid opening.

It will be the full responsibility of each Bidder to visit the SAWS web site to verify the existence of and acknowledge on the bid proposal, any and all addendums issued by the San Antonio Water System. The San Antonio Water System Contracting Office reserves the right to reject any and all bids, to accept any bids, or parts thereof, considered by the San Antonio Water System to be to its best interest, and to waive formalities or irregularities.

18. The Bidder in preparing his bid, shall take cognizance of the difficulty of distinguishing between boulders and ledge rock, the difficulty of accurately classifying all material encountered in making the subsurface investigations, the possible erosion of stream channels and banks after survey data has been obtained, and the unreliability of water elevations other than those for the date recorded. Claims for additional compensation due to variations between conditions actually encountered in a construction and as indicated in the plans will not be allowed.
19. All contracts in excess of \$10,000 with contractors or suppliers having 15 or more employees will include the clauses listed below:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, national origin, political belief or affiliation, age, disability or genetic information. The Contractor will assure that employees or applicants for employment are treated in a fair and equitable manner in such actions which shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor will post in conspicuous places for the benefit of the employee and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
- (b) Upon request, the Contractor will furnish to the San Antonio Water System all information and

reports and will permit access to the books, records, and accounts for the purposes of an investigation to ascertain compliance with rules and regulations set forth by this organization.

- (c) If a Contractor is found not to be in compliance with the nondiscrimination clause of this contract, the contract may be canceled, terminated, or suspended in all or in part and the Contractor may be debarred from further contracts with the San Antonio Water System.
- (d) All Bidders or prospective Contractors or Subcontractors will be required to submit a statement in writing signed by an authorized official or agent in behalf of the company to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, or national origin.

The Contractor shall comply with all provisions of Executive Order 11246, Equal Employment Opportunity, dated 24 September 1965 or as amended and with Section 3 of the Housing and Urban Development Act of 1968 covering opportunities for business and lower financed HUD assisted projects.

Statement on President's Executive Orders

Has your firm previously performed work subject to the President's Executive Orders Numbers 11246 and 11375 or any preceding similar executive orders (Numbers 10925 and 11114)?

Yes No

Contractors/Consultants/Vendors on work paid by federal funds will be required to comply with the president's executive order no. 11246, "Equal Employment Opportunity," as amended by executive order no. 11375, "amending executive order 11246 relating to equal employment opportunity," and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department Of Labor.

- 20. Approval of Plans and/or Specifications by an employee of SAWS shall not constitute an assumption of liability by the San Antonio Water System or such employee for any inaccuracy of computation or deficiency of design therein.
- 21. Bidder shall not offer, confer, or agree to confer any benefit or gift to any San Antonio Water System Employee, Officer, or Trustee of the Board of the San Antonio Water System.
- 22. Bidders or their representatives are prohibited from communicating with any City of San Antonio officials to include:
 - (a) City Council members (as defined by the City of San Antonio Ethics Code),
 - (b) City Council member's staff, and
 - (c) San Antonio Water System (SAWS) Board of Trustees regarding the bid from the time the project is released until it has been acted upon by the Board of Trustees.

Bidders or their representatives are prohibited from communicating with SAWS employees regarding this bid, except as provided under "Technical Questions," from the time the project is released until the contract is awarded.

This includes "thank you" letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the project and/or proposal submitted by Bidders.

Violation of this provision by the Bidder and/or their agent may lead to disqualification of the bidder's

proposal from consideration.

23. Contractor shall comply with the "WORKERS COMPENSATION INSURANCE COVERAGE REQUIREMENTS" as noted on Section 5.7 CONTRACTOR'S INSURANCE REQUIREMENTS of the General Conditions for further clarification.
24. To assist the San Antonio Water System Contracting Office in performing the bidder evaluation and subsequent recommendation of award, the apparent low bidder will submit the following items within one (1) day of the bid opening. Failure to provide the required information within the specific time, may result in determining a non-responsive bidder:
 - (a) An information packet on company showing experience, organization and equipment.
 - (b) A statement regarding ability to complete the project within the schedule taking into account existing commitments.
 - (c) Record of performance on three (3) similar projects completed within the last 5 years including name of project, amount of project, project duration, name, address, and telephone number of contact person for each project.
 - (d) A completed and signed W-9 Request for Taxpayer Identification Number and Certification form.
 - (e) **For projects with a construction estimate of \$10,000,000 or greater:**
A complete financial statement for your organization that was prepared within the past 12 months, by an independent Certified Public Accountant, and a point of contact for your banking institution.