



2015 Open Cut Sanitary Sewer Construction Package I

Solicitation Number: CO-00001

Job No.: 15-4801

ADDENDUM 1

July 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

1. The Construction Contract duration has changed from 180 calendar days to **270 calendar days**.
2. Replace the **Bid Proposal Signature Page** within the specifications with the attached bid proposal signature page.
3. Replace the **Contract Agreement** within the specifications with the attached Contract Agreement.
4. Replace the **Special Conditions** within the specifications with the attached Special Conditions.

RESPONSES TO QUESTIONS

1. **The bid documents for the 2015 Open Cut Sanitary Sewer Construction Package I, SAWS Job No. 15-4801 and it has a link to plans for 14-4768, W Hutchins Place Sanitary Sewer. I believe this is an error, can you please confirm?**

This is not an error. Job No. 15-4801 is for the Contract and each of the seven work orders to be issued under this contract will have its own unique job no. independent of the Contract.

2. **I'm not sure if you are aware but the plans that are posted for Package I on your website are for Job No. 14-4768, W Hutchins Place (SSO) #843 Sanitary Sewer. Are there going to be plans for Package II?**

This is not an error. Job No. 15-4801 is for the Contract and each of the seven work orders to be issued under this contract will have its own unique job no. independent of the Contract. Refer to Addendum 1 for Package II.

3. **There are seven locations identified on the plans. Does SAWS have a priority order/location that will be issued to the awarded contractor? If yes, what is the order? If no, will the contractor be able to choose his own sequence of construction (locations) to maximize his productivity?**

Currently SAWS does not have a priority order. Sequence of construction to be discussed at the pre-construction meeting with the Bidder that has been awarded the Contract. SAWS will have the final approval of sequence.

4. **If sewer laterals are required to have flowable fill, will this item be paid under bid item 413.1?**

If required, flowable fill will not be paid for separately, but cost will be considered incidental to Item 854 Sanitary Sewer Laterals.

5. **If sewer laterals are installed in a street, will the pavement be paid under bid items 205.4 & 206.1?**

Pavement restoration is incidental. See Item 854 Sanitary Sewer Laterals.

6. **If the new sewer service has to be placed in a driveway or cross a sidewalk, will the appropriate bid items for removing and replacing the concrete be paid under the bid items 103.3, 502.1 & 503.1?**

Removing and replacing of concrete driveway or sidewalk is incidental. See Item 854 Sanitary Sewer Laterals.

7. **If the awarded contractor has two crews working on two separate work orders and SAWS issues three additional "urgent" work orders and the contractor is unable to "man" all five work orders at the same time, what plan of action will SAWS pursue against the contractor?**

SAWS will verify availability of crews with the Contractor prior to issuing Urgent work orders.

8. **Is \$1.7 million the maximum funds SAWS will allot for this contract?**

No

9. **Will SAWS add bid items for mobilization for urgent work orders similar to Package II?**

No

10. **SAWS typically pays for pre-televising to ensure all sewer services are reconnected. Will SAWS add a bid item for pre-televising existing mains?**

If required, payment for pre-televising will be made with Item 866. See Special Provision to Technical Specifications 866.

11. **Has SAWS done any geotech analyzing of the existing material on these job sites? I believe the existing material on Koehler Rd. will not have a PI that is suitable for a secondary backfill. If this becomes a fact and the existing soils are not suitable for backfill, will SAWS extend/increase the flowable fill bid items to cover the backfill requirements?**

No, SAWS has not done any geotech analyzing of the existing material on these job sites. SAWS will not extend/increase the flowable fill bid items to cover the backfill requirements. Refer to SAWS Spec. 804 for secondary backfill requirements.

12. **Will we be working in school zones? If so, what are the hours?**

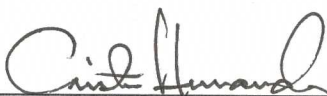
Work may be located within a school zone, hours to be coordinated with permitting agency, SAWS and School District.

13. **What are the working hours on the regular work orders and the work hours on the urgent work orders?**

Work hours on regular and urgent work orders to be defined by permitting agency and SAWS.

14. **Palo Grande open cut Earz Dr #378 - can you tell me the size of that project? How many feet of pipe will go into that project?**

Refer to plan set 14-4759 Design Request 378, Palo Grande Drive EARZ Project for project scope.

 7/17/15
Cristina Hernandez, P.E.
San Antonio Water System



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

BID PROPOSAL

PROPOSAL OF _____, a corporation

a partnership consisting of _____

an individual doing business as _____

THE SAN ANTONIO WATER SYSTEM:

Pursuant to Instructions and Invitations to Bidders, the undersigned proposes to furnish all labor and materials as specified and perform the work required for the project as specified, in accordance with the Plans and Specifications for the following prices to wit:

(PLEASE SEE ATTACHED PDF LIST OF BID ITEMS)

BIDDER'S SIGNATURE & TITLE

FIRM'S NAME (TYPE OR PRINT)

FIRM'S ADDRESS

FIRM'S PHONE NO. /FAX NO.

FIRM'S EMAIL ADDRESS

The Contractor herein acknowledges receipt of the following:
Addendum Nos. _____

OWNER RESERVES THE RIGHT TO ACCEPT THE OVERALL MOST RESPONSIBLE BID.

The bidder offers to construct the Project in accordance with the Contract Documents for the contract price, and to complete the Project within **270** calendar days after the start date, or until funds are exhausted, whichever comes first, as set forth in the Authorization to Proceed. **The bidder understands and accepts the provisions of the contract Documents relating to liquidated damages of the project if not completed on time.**

Complete the additional requirements of the Bid Proposal which are included on the following pages.

CONTRACT

«Contract_No»

«Job_No»

STATE OF TEXAS §
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement made and entered into this «Board Date» day of «Board Month», A.D.,«Board Year», by and between **THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES**, hereinafter called **THE SAN ANTONIO WATER SYSTEM, COUNTY OF BEXAR, STATE OF TEXAS**, Acting through its Contracting Officer, First Party, hereinafter termed the Owner, and «Company Name», of the City of «City», County of «County», State of «State », Second Party, hereinafter termed the Contractor.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said First Party, (Owner), the said Second Party, (Contractor), hereby agrees with the First Party to commence and complete the construction of certain improvements in the amount of «Written Contract Amt» Dollars «Formatted Price», for the San Antonio Water System Job No(s) , dated «Bid Opening Date», the same being designated as San Antonio Water System Project «Project Name».

The Contractor shall perform all work shown on the Plans and described Specifications and shall meet all requirements of this Agreement, The General and Special Conditions of the Agreement; and such Orders and Agreements for Extra Work as may subsequently be entered by the above named parties to this Agreement.

The Contractor shall not offer, confer, or agree to confer any benefit or gift to any San Antonio Water System employee and Water System employees are prohibited from soliciting, accepting or agreeing to accept any gifts from outside sources; please see Section M. – Gifts or Benefits of the Water System’s Code of Ethical Standards. Section M of the Water System’s Code of Ethical Standards regarding Gifts or Benefits is available on the SAWS Business Center website.

The Contractor hereby agrees to commence work under this Contract on the date indicated in the SAWS written Authorization to Proceed. Under no circumstances shall the work commence prior to the Contractor's receipt of SAWS issued, written Authorization to Proceed. Computation of Contract Time will begin on the construction start date as indicated on the written Authorization to Proceed. All work specified in these Contract Documents shall be completed within **270** calendar days from the construction start date or until funds are exhausted, whichever comes first indicated on the written Authorization to Proceed.

It is agreed and understood by the Owner and the Contractor that the provisions of Chapter 252, Texas Local Government Code, and/or Chapter 2269, Texas Government Code (as amended) apply to this contract. As applicable, the terms of the aforementioned state law are incorporated herein by reference. Contractor and Owner agree that pursuant to state law, Owner authorizes its duly designated administrative officer (Contracting Officer) to negotiate change orders up to and including the amount of \$25,000.00. It is also agreed and understood that any change orders which increase the cost of the work provided under the contract in excess of 25% of the original contract price are prohibited. The cost of the work provided under the contract may be decreased over 25% of the original contract price with the consent of the Contractor.

The Owner agrees to pay the Contractor in current funds, and to make payments on account, for the performance of the work in accordance with the Contract, at the prices set forth in the Contractor's Proposal, subject to additions and deductions, all as provided in the General Conditions of the Agreement.

The following documents, together with this Contract, comprise the Agreement, and they are as fully a part thereof as if herein repeated in full:

- The Invitation to Bidders or Invitation for Competitive Sealed Proposals
- The Instructions to Bidders or Instructions to Respondents
- The Supplementary Instructions to Respondents (if applicable)
- The Bid Proposal or Price Proposal
- The Payment Bond
- The Performance Bond
- The General Conditions of the Contract
- The Special Conditions of the Contract
- The Supplemental Conditions of the Contract
- The Construction Specifications
- The Standard Drawings
- Addenda
- Change Orders
- Good Faith Effort Plan

The Plans, designated San Antonio Water System Project «Job No»: «Project Name».

In witness thereof of the Parties of these presents have executed this Agreement in the year and day of first above written.

**SAN ANTONIO WATER SYSTEM BOARD
OF TRUSTEES, OWNER**

By _____
«Contracting_Director»
Director - Contracting

Date: _____

By _____
Contractor

By _____
(Signature)

(Print/Type Name)

Title _____

Date: _____

Special Conditions

SC-1.0 SCOPE OF WORK

I. GENERAL

The San Antonio Water System is soliciting Bids for the purpose of retaining a Contractor to perform the replacement/installation and adjustment of SAWS (sewer) work on a work order contract basis. Contractor shall guarantee the unit prices provided for in its proposal during the term of the agreement. SAWS does not guarantee, warrant or represent that it will utilize the amount of quantities estimated in the Bid Proposal. These quantities are estimations only.

The Contractor shall anticipate a period of careful planning in close coordination with SAWS prior to beginning any work to fully develop procedures and standards for the work that will be performed. Employee safety, workmanship standards, and maintaining the integrity of SAWS operations with minimal disruption will be the key areas to be addressed prior to beginning work.

The Work will entail but is not limited to: the construction of sanitary sewer main with associated appurtenances all within the City of San Antonio, Bexar County, other governmental agencies and/or small municipalities. Some of the work involved in the projects might require sidewalks, driveways, concrete curbs, concrete retaining walls, wheel chair ramps, topsoil, sodding, concrete steps, sign relocations, and asphalt replacement.

II. TERM OF SERVICE AGREEMENT

The construction contract will remain in full force for a period of **270 calendar days** or until funds are exhausted, whichever comes first, from issuance of the Authorization to Proceed and shall not exceed the total contract amount awarded. SAWS does NOT GUARANTEE that the Total Amount awarded will be assigned or expended by the awarded Contractor. The Contractor is to take into account the escalation of material cost when submitting the bid, as the unit price for the bid being submitted for each item is to remain unchanged for the duration of the contract.

Special Conditions

SC-2.0 PROJECT REQUIREMENTS

SC-2.1 PERFORMANCE TIME

All work orders issued by SAWS, conforming to these Contract Documents, shall commence in accordance with the date specified on the work order and completed within the calendar days provided under the work order. As time is of the essence in the completion of each work order it is up to the Contractor to provide enough work forces to accomplish the work orders and workload assigned and complete the work in accordance with the calendar days provided in the work order and the project schedule. Work orders not completed within the schedule will be subject to liquidated damages as called out in the General Conditions and/or the Supplemental Conditions. Work orders not completed within the schedule will be subject to liquidated damages as called out in the General Conditions and/or the Supplemental Conditions. Contractors must have a minimum of **two (2) independent crews** available to start work orders simultaneously. Individual work orders issued during the term of this contract that have not been completed prior to the expiration of the term shall survive the termination of the Contract and remain in effect and subject to the terms and conditions of the Contract until they are completed.

Contractor shall provide Cut-Sheets, By-Pass Pumping Plan, Traffic Control Plan (if not provided by the Engineer in the plans), construction schedule and a copy of a lease agreement (Right-of-Entry Agreement) for storage site prior to issuance of a work order within 7 calendar days after the pre-construction meeting or issuance of project scoping letter. Failure to provide submittals by Contractor within 7 days of pre-construction meeting or issuance of project scoping letter will, at SAWS sole discretion, result in reassignment of work order to other contracts.

The Construction Time (Calendar Days) for each individual project site (work order) will be determined by SAWS Engineering staff with potential assistance from Consultant(s) and discussed between SAWS/Consultant and the Contractor. SAWS will have the final approval of the construction schedule.

If a work order is deemed by SAWS to be “Urgent”, SAWS reserves the right to accelerate the commencement of work to within 48 hours after verbal notice has been issued, which will be followed by a written “Urgent” work order. No additional compensation for such acceleration is allowed. SAWS makes no estimation of the number of Urgent work orders that will be issued.

Special Conditions

SC-2.2

SPECIFICATIONS

All work performed in connection with the work orders shall be in accordance with the current Contract Documents and San Antonio Water System Specifications for Water and Sanitary Sewer Construction dated April 2014, these Special Conditions, the current Texas Department of Transportation Standard Specification for Construction of Highways, Streets, and Bridges, the current City of San Antonio Standard Specifications for Public Work Construction, City of San Antonio Utility Excavation Criteria Manual and any requirements or specifications specified herein.

SC-2.3

PAYMENT

As specified in the Contract Documents unit price cost for the items bid shall include all the necessary incidental work as subsidiary to the bid item, unless specifically called out in the plans or approved by SAWS.

SC 2.4

WORK ORDERS

- I. All work orders that will be issued under this contract are identified at the time of bidding, all quantities are estimated in the proposal, and it is the intent of the proposal and quantities to establish a fixed unit price for various line items to be paid to the Contractor by SAWS during the term of this contract. No change in the unit price will be made, regardless of the actual quantity of the item of work performed during the initial term of the contract or required for the work order.
- II. Individual bid items are for purposes of establishing unit price costs for that item only and individual work orders may or may not utilize those bid items depending on the scope of the work established by SAWS at the time of issuance of the Work Order.
- III. A work order is defined as a document authorizing the completion of an individual project site or specific task. The work order includes specific line items and quantities that the contractor will perform which will be charged against the contract at a particular location within the City of San Antonio, Bexar County or other governmental agencies.

Special Conditions

- IV. SAWS does not warrant, represent or guarantee that a work order will be given within any specific timeline. SAWS also reserves the right to limit the number of work orders given out at any time. Issuance of a work order is contingent upon the Contractor providing SAWS an acceptable Work Progress Schedule (Construction Schedule) as required under the Project Scoping Letter or pre-construction meeting. In addition, issuance of a work order is also contingent upon SAWS receiving from Contractor timely and accurate Cut-Sheets, By-Pass Plan, Traffic Control Plan, and any required Right-of-Entry Agreement(s) as provided in the Project Scoping Letter or pre-construction meeting.
- V. The volume of work orders provided to the Contractor will be at SAWS sole determination and is conditioned on the completion of previous work orders. If previous work orders are not completed to the satisfaction of SAWS or work orders currently under construction are behind schedule, additional work orders, at SAWS sole discretion, may not be assigned to the Contractor until all other work is completed or back on schedule.
- VI. A pre-construction meeting may be scheduled by SAWS for each work order to be issued. SAWS may provide a written notification letter of an on-site pre-construction meeting for each work order issued. This meeting is required to plan the details of work and agree on the schedule of completion of work. Included in this meeting shall be coordination of notification to appropriate governing agencies and affected property owners, no less than 48 hours prior to beginning construction activities.
- VII. There will be no measurement or payment for standard or urgent work orders for mobilization, preparation of right-of-way; insurance; bonding; barricades, signs and traffic handling; and permitting costs on this contract. All cost in connection shall be included in the applicable contract price based on the unit price for the items to which the work pertains.
- VIII. It is the contractor's responsibility for the layout of the Storm Water Pollution Prevention Plan, Traffic Control Plan, the Bypass Pumping Plan, Cut Sheets, and its approvals at no cost to SAWS. There will be no measurement or payment for the Storm Water Pollution Prevention Work, Tree Preservation Protection, Traffic Barriers such as CTB and LPCB; Warning Signage; Temporary Pavement Markings; or Traffic Coordination.

Special Conditions

SC-2.5

INSTRUCTION TO BIDDERS:

To assist the San Antonio Water System in performing the bid evaluation and subsequent recommendation of award, the Apparent Low Bidder shall submit the following, in addition to requirements as stated in the Instructions to Bidders, page IB-7 #24. Failure to provide the required information may result in a non-responsive bid:

- (a) The San Antonio Water System is currently requesting bids for Sanitary Sewer Construction Contract. This Construction Contract is an **open cut construction contract only** and is not intended to be pipe bursting or cured in place pipe (CIPP) contracts. These projects will be constructed by open cut construction or boring where applicable. Pipe bursting and CIPP will not be considered on these projects. To be considered a responsive bid, the bidder must make available at all times during the contract **a minimum of two (2) independent crews**, fully staffed and equipped, to be actively working on concurrent work orders as issued, and must submit with their bid a detailed description of the available resources (equipment, employees, etc.) demonstrating the ability of the bidder to have a **minimum of two (2) independent crews**, fully staffed and equipped, available to this contract at all times. Any bid package that does not include this information or any bidder who cannot make available at all times **a minimum of two (2) independent crews**, fully staffed and equipped, for any contract in which it is the lowest bidder may be determined to be non-responsive at the sole discretion of the San Antonio Water System.
- (b) In order to make a responsive Bid, the Bidder (Prime Contractor) must provide evidence of being a responsible bidder by providing a minimum of three (3) successfully completed sanitary sewer projects within the last five years. If completion of those projects included the assistance of sub-contractors, prime must submit the names of the sub-contractors used on those projects and specify if those same subs will be used on this contract. A successfully completed project is a project in which the Contractor did not default in the performance of any provision of the contract for the performance of work for a project, the contract was completed within the time required by the contract and the Contractor incurred no claims by the owner in connection with the project. The Bidder is also to submit the sub-contractors experience if they will be part of the crews doing the work for the Prime Contractor. Contractors should reference sanitary sewer projects that include replacement (demonstrating successful by-pass pumping) of a

Special Conditions

minimum of 1,000 linear feet of sanitary sewer mains (open cut method) with a minimum size of eight (8) inch sanitary sewer mains and up to and including sixteen (16) inch sanitary sewer main.

- END -