



**BPC East & West Sewershed Package 2 – Open Cut
Solicitation Number: CO-00571
Job No.: 22-4523**

**ADDENDUM 1
September 8, 2022**

To Bidder of Record:

This addendum, applicable to work referenced above, is an amendment to the bid proposal, 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 bid proposal.

RESPONSES TO QUESTIONS

1. No questions were received as part of this solicitation.

CHANGES TO THE SPECIFICATIONS

1. Remove the Bid Proposal (BP-1–BP-3) in its entirety and replaced with attached. Bidders to note construction duration has been revised to 240 calendar days. Bidders shall use the revised Bid Proposal attached to this Addendum when submitting a bid for this project. Failure to use the revised Bid Proposal may result in the bid being found non-responsive.
2. Remove the Proposal Certification (PC-1) in its entirety and replaced with attached. Bidders to note construction duration has been revised to 240 calendar days
3. Remove the Contract Agreement (CA-1–CA-2) in its entirety and replaced with attached. Bidders to note construction duration has been revised to 240 calendar days.

CLARIFICATIONS

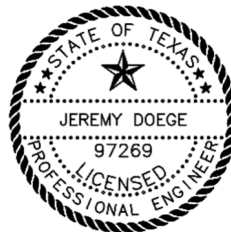
1. The construction duration has been reduced from 365 calendar days to 240 calendar days to assist with meeting the Consent Decree associated with the segment as part of this project.

END OF ADDENDUM

This Addendum, including this one (1) page, is seven (7) pages with attachments in its entirety.

Attachments:

- Revised Bid Proposal (3 Pages)**
- Revised Proposal Certification (1 Page)**
- Revised Contract Agreement (2 Page)**



9-8-22

Jeremy Doege, PE
WGI, Inc.

BID PROPOSAL

PROPOSAL OF _____, a corporation
a partnership consisting of _____
an individual doing business as _____

THE SAN ANTONIO WATER SYSTEM:

Pursuant to Instructions and Invitation 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 in the bid proposal to wit:

PLEASE SEE ATTACHED 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 No(s)**. _____

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 **240** calendar days after the start date, 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.

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

Texas Government Code Chapter 2274 Verifications

- (1) Are you, Contractor, held or controlled by individuals who are citizens of China, Iran, North Korea, Russia or a country designated by the Governor of the State of Texas pursuant to Texas Government Code Chapter 2274? Yes No
- (2) Are you, Contractor, held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or directly controlled by the government of China, Iran, North Korea, Russia or a country designated by the Governor of the State of Texas pursuant to Texas Government Code Chapter 2274? Yes No
- (3) Are you, Contractor, headquartered in China, Iran, North Korea, Russia or a country designated by the Governor of the State of Texas pursuant to Texas Government Code Chapter 2274? Yes No

ADDENDUM NO. 1

TOTAL ESTIMATED QUANTITIES						
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
1	507	REMOVE AND REPLACE BARBED WIRE FENCE	LF	75	\$	\$
2	515.1	TOPSOIL (4" DEPTH)	CY	89	\$	\$
3	520.1	HYDROMULCHING	SY	9,100	\$	\$
4	530.1	BARRICADES, SIGNS, AND TRAFFIC HANDLING	LS	1	\$	\$
5	540	TEMPORARY EROSION, SEDIMENTATION AND WATER POLLUTION PREVENTION CONTROL	LS	1	\$	\$
6	550	TRENCH EXCAVATION SAFETY PROTECTION	LF	1,111	\$	\$
7	SP853	FIBER-REINFORCED SANITARY SEWER MANHOLE - TEE BASE FIBERGLASS MANHOLE, MITER (5' DIAMETER) (48" PIPE)	EA	4	\$	\$
8	857A	48-INCH FRP (ASTM D-3262) (PS 72) SANITARY SEWER LINE (10'-14' DEPTH)	LF	225	\$	\$
9	857A	48-INCH FRP (ASTM D-3262) (PS 72) SANITARY SEWER LINE (14'-18' DEPTH)	LF	250	\$	\$
10	857A	48-INCH FRP (ASTM D-3262) (PS 72) SANITARY SEWER LINE (18'-22' DEPTH)	LF	275	\$	\$
11	857A	48-INCH FRP (ASTM D-3262) (PS 72) SANITARY SEWER LINE (22'-25' DEPTH)	LF	150	\$	\$
12	857A	48-INCH FRP (ASTM D-3262) (PS 72) SANITARY SEWER LINE (25'-30' DEPTH)	LF	211	\$	\$
13	857B	FIBERGLASS REINFORCED PIPE FOR LARGE DIAMETER GRAVITY SEWER: PIPE TESTING AND ACCEPTANCE	LF	1,111	\$	\$
14	858	CONCRETE ENCASEMENT, SADDLES, AND COLLARS	CY	7	\$	\$
15	864	BYPASS PUMPING AND FLOW MANAGEMENT (LARGE DIAMETER SANITARY SEWERS)	LS	1	\$	\$
16	866	SEWER MAIN POST TELEVISION INSPECTION (27" OR LARGER)	LF	1,111	\$	\$
17	866A	EXISTING SEWER PRE-MAIN TELEVISION INSPECTION (ALL DIAMETERS)	LF	1,111	\$	\$
18	C5 (2)	TEMPORARY CHAIN LINK FENCE	LF	3,000	\$	\$
SUBTOTAL (ITEMS 1-18)					\$	

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
19	102	INTERMEDIATE DEMOBILIZATION AND REMOBILIZATION	EA	1	\$	\$
20	100	MOBILIZATION (MAXIMUM 10% OF ITEMS 1-18)	LS	1	\$	\$
21	101	PREPARING RIGHT OF WAY (MAXIMUM 5% OF ITEMS 1-18)	LS	1	\$	\$
SUBTOTAL (ITEMS 19-21)					\$	

In the event of a discrepancy between the written percentage and dollar amount shown for Mobilization and Preparation of ROW bid items the written percentage will govern. If the percentage written exceeds the allowable maximum stated for mobilization and or preparation of ROW, SAWS reserves the right to cap the amount at the percentages shown and adjust the extensions of the bid items accordingly.

TOTAL BID PRICE (TO INCLUDE LINE ITEMS 1-18 AND 19-21)	\$
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PROPOSAL CERTIFICATION

Accompanying this proposal is a Bid Bond or Certified or Cashier's Check payable to the Order of the San Antonio Water System for _____ dollars (\$_____), which amount represents five percent (5%) of the total bid price. Said bond or check is to be returned to the bidder unless the proposal is accepted and the bidder fails to execute and file a contract within **10** calendar days after the award of the Contract, in which case the check shall become the property of said San Antonio Water System, and shall be considered as payment for damages due to delay and other inconveniences suffered by said San Antonio Water System due to the failure of the bidder to execute the contract. The San Antonio Water System reserves the right to reject any and all bids.

It is anticipated that the Owner will act on this proposal within **60** calendar days after the bid opening. Upon acceptance and award of the contract to the undersigned by the Owner, the undersigned shall execute standard San Antonio Water System Contract Documents and make Performance and Payment Bonds for the full amount of the contract within **10** calendar days after the award of the Contract to secure proper compliance with the terms and provisions of the contract, to insure and guarantee the work until final completion and acceptance, and the guarantee period stipulated, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

It is anticipated that the Owner will provide written Authorization to Proceed within **30** days after the award of the contract.

The work called for in this Contract shall commence on the date indicated in the SAWS written Authorization to Proceed. Under no circumstances shall the work commence prior to the date provided for in the SAWS issued, written Authorization to Proceed. Work shall be completed in full within **240** consecutive calendar days.

The undersigned further acknowledges compliance with "Wage and Labor Standard Provisions" of this contract and the use of the Blue Book rental rates for establishment of equipment rental rates whether owned or leased during the course of this Contract.

In completing the work contained in this proposal the undersigned certifies that bidder's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin and that the bidder will affirmatively cooperate in the implementation of these policies and practices.

Signed: _____
Company Representative

Company Name

Address

Please return bidder's check to:

Company Name

Address

CONTRACT

«Contract_No»

22-4523

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). «Bid Opening Date», 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 240 calendar days from the construction start date 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 \$100,000.00. 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 22-4523; BPC East and West Package 2 – Open Cut.

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

The individuals executing this Contract each represent and warrant to the other party that he/she has full authority to execute this Contract on behalf of his/her respective party.

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

By _____
«Contracting_Director»
Director - Contracting

Date: _____

By _____
Contractor

By _____
(Signature)

(Print/Type Name)

Title _____

Date: _____