

Addendum No. 1
Cibolo Elevated Storage Tank Project
SAWS Job No. 02-6015
SAWS Solicitation No. B-12-042-CM

ADDENDUM NO. 1

August 27, 2011

This addendum, applicable to work designated above, is an amendment to the proposal and specification documents and as such shall be a part of and included in the Contract. Acknowledge receipt of this addendum by entering the addendum number and issue date in the spaces provided on all submitted copies of the proposal.

1.0 Addenda Purpose

- A. The purpose of this addendum is to issue revisions to the plans and specifications for the Cibolo Elevated Storage Tank Project (SAWS Job No. 02-6015; SAWS Solicitation No. B-12-042-CM).

2.0 Modification to the Specifications

- A. **BID PROPOSAL**
Remove the Bid Proposal form in its entirety and replace with the revised Bid Proposal form included with this addendum.
- B. **SECTION 01400 – QUALITY CONTROL**
Remove Section 01400 – Quality Control in its entirety and replace with the revised Section 01400 included with this addendum.
- C. **SECTION 13210 – COMPOSITE ELEVATED WATER STORAGE TANK**
Strike paragraph 1.03I in its entirety and replace with the following:
 - “I. Experience of Manufacturer: The work described in this section shall be performed by an experienced CONTRACTOR that has met the requirements set forth in these Project Specifications.”

D. SECTION 13210 – COMPOSITE ELEVATED WATER STORAGE TANK

Strike paragraph 1.03K in its entirety and replace with the following:

“K. Personnel Requirements: The CONTRACTOR shall have a single full-time project manager employed by the CONTRACTOR as a regular employee on-site throughout the entire project. The CONTRACTOR shall provide, upon request from the Owner, two copies of the name and resume for the proposed project manager and all project superintendents. This information shall include a list of all projects that the proposed project manager and project superintendents have completed within the last five (5) years to demonstrate ability to coordinate composite elevated storage tank work and to perform work while maintaining critical shutdown schedules, regardless of by whom they were employed. Provide list of contact persons for all projects (preferably field inspectors or resident engineers) with names and phone numbers for the last five (5) years’ projects.”

E. SECTION 13210 – COMPOSITE ELEVATED WATER STORAGE TANK

Strike paragraph 1.04 in its entirety and replace with the following:

“1.04 EXPERIENCE:

A. Bids will be received only from experienced tank manufacturers, acting as the prime contractor, who have successfully completed at least five composite elevated tanks of similar style and size (2,000,000 gallon or greater capacity) in the past five years. These tanks shall be of the same design described in paragraph 1.06 and constructed using forming systems of the type specified in paragraph 3.04A. The apparent low Bidder must provide an Experience Package after the bid proposal opening and immediately upon request from the Owner. The package should include, but not be limited to, the following:

1. Listing at least five such projects, as outlined above. The list will include: the contact information for the owner and design engineer, supporting documentation identifying location, size, the original contract completion date and bid price, and the final completion date and contract price.
2. Details of construction, concrete forming process and equipment, steel tank erection process, rustication pattern and quality control procedures.
3. Confirmation that no exceptions are taken to the requirements and terms and conditions described in this specification, and/or a full list of all exceptions requested for consideration by the Owner and Consultant.
4. Detailed resume of the qualified supervisor employed by the tank manufacturer who will be on site and responsible for the concrete column construction.
5. Detailed resume of the qualified supervisor employed by the tank manufacturer who will be on site and responsible for the steel tank construction.

6. Details on the proposed tank painting system for both the interior and exterior of the steel bowl, including application and containment procedures.
7. A preliminary section view drawing of the tank proposed for this project. The drawing shall include sufficient detail to illustrate tank geometry, materials of construction, primary dimensions, the elevation of low and high water levels and other information required to show general compliance with the specification.

B. The Owner shall be the sole and final judge as to the acceptability of the tank Contractor's experience.

C. Not Used.”

F. SECTION 16920 – SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM AND LOCAL STATION CONTROL AND MONITORING

Strike paragraph 1.01 B.5 in its entirety and replace with the following:

“5. The apparent low Bidder shall submit, after the bid proposal opening and immediately upon request from the Owner, documentation supporting the experience of the contractor as detailed above.”

3.0 Modification to the Plans

A. Sheet C100, C302, C303, and C304

Strike Note 3 on each sheet and replace with the following:

“3. All fittings and valves shall be coated (interior and exterior) per the project specifications.”

4.0 Questions and Answers

Q1. I saw the listing for a water tower, but did not see mention of any mural/camouflage work. Are there any plans for any such work?

A1. *No, this project does not include a mural or camouflage.*

Q2. Does this bid include the dismantle of a steel AST or elevated tank? If so, please include style, size, and location.

A2. *No, this project does not include the dismantling of a steel AST or elevated tank.*

Q3. Is it possible for us to bid only to clean the tank once it has been constructed and prior to be placed into service?

A3. *Disinfection of the tank is subsidiary to construction of the elevated storage tank and shall be included in the lump sum bid item No. 1 – Cibolo EST.*

- Q4. We have download the specifications and plans, we were wondering about the Soils Report. Can we get a copy of that?
- A4. *A copy of the geotechnical report has been posted to SAWS website www.saws.org as supplemental information.*
- Q5. On the upcoming Cibolo Elevated Tank will you be taking separate bids for the coating of this tank?
- A5. *Tank painting is subsidiary to construction of the elevated storage tank and shall be included in the lump sum bid item No. 1 – Cibolo EST.*
- Q6. I was inquiring about the above mentioned project because in a search for diversion pumping (bypass pumping) I came across this project but do not see a bid item for it. Do you expect there to be a need for this? After looking over the Geotechnical report it seems dewatering will not be necessary.
- A6. *The geotechnical report is made available for the general information of the bidders. The Contractor is responsible for any interpretation or conclusion drawn from information included in the geotechnical report. Any water that may accumulate in excavations or onsite shall be removed by dewatering in accordance with the project specifications.*
- Q7. SECTION 13210 – page 2 – Item 1.03K Personnel Requirements says “Prior to bidding, the Contractor shall submit the name and resume for the proposed project manager and all project superintendents” – plus list of all projects for all. Please clarify - what does “prior to bidding” mean? Can this information be supplied post-bid?
- A7. *Yes, the requested information shall be provided after the bid proposal opening and immediately upon request from the Owner. Refer to Section 2, Item D of this addendum.*
- Q8. SECTION 13210 – page 3 – Item 1.04 Experience “Bids will be received only from experienced tank manufacturers... The contractor must complete and submit a Qualification Package for review” Please clarify – when is this Qualification Package to be submitted? The work “Contractor” implies post-bid. Can this be supplied post bid?
- A8. *Yes, the requested information shall be provided after the bid proposal opening and immediately upon request from the Owner. Refer to Section 2, Item E of this addendum.*
- Q9. SECTION 16920 – Item 1.01.B. Contractor General Qualifications
Item B.5 states “All proposals submitted to the San Antonio water System must be accompanied by documents supporting the qualifications of the contractor as detailed above.” This is relating to the SCADA subcontractor. There are no named SCADA subcontractors within the specification and the identity of the SCADA subcontractor will not be known until bid time. Please confirm any documentation supporting the qualifications of the SCADA subcontractor can be a post-bid submittal.
- A9. *Yes, the requested information shall be provided after the bid proposal opening and immediately upon request from the Owner. Refer to Section 2, Item F of this addendum.*

- Q10. Sheets C100, C302, C303, C304 note 3 calls for Valves with Class 250LB Body x 150LB Bolt Pattern. Specification Section 15100-6 2.06 BUTTERFLY VALVES call for 250 Body with Class 250 Flange Pattern. **Which will be required (250x150 or 250x250)?**
- A10. *The drilling pattern for the Class 250 butterfly valves shall be compatible with a Class 150 bolt pattern.*
- Q11. Sheets C100, C302, C303, C304 note 3 calls for Fusion Bonded Epoxy fittings. Specification Section 15072 2.2 DUCTILE-IRON PIPE AND FITTINGS E. calls for Cement Mortar Lining and Asphaltic Exterior. SAWS Specs call for Cement Mortar Lining and Asphaltic Exterior. **Which will be required (FBE Fittings or Cement Lined Fittings)?**
- A11. *Fittings do not require fusion bonded epoxy coating. Refer to Section 3, Item A of this addendum.*
- Q12. Sheets C302, C303, C304 note 1 requires that the fittings be AWWA C110 Full Body Fittings. Specification Section 15072-3 2.2 A.1 allows for C153 Compact Fittings. SAWS Spec's allow for C153 Compact Fittings at all sizes for MJ fittings. **Will C153 Compact MJ Fittings be allowed?**
- A12. *AWWA C153, ductile iron compact fittings are acceptable.*
- Q13. SUC-4 Item 5.19 limits work on the project from Monday – Friday. Will work on Saturdays or Sundays be permitted?
- A13. *Work on Saturdays will be at the discretion of the Owner and requires specific, written permission of the Owner forty-eight (48) hours in advance of intent to perform. No work on Sunday will be allowed.*
- Q14. Bid Form, Item 100 references the Regional Carrizo Project Schertz Parkway Pump Station; also Section 01430 Supplement also references this project. What work at the Schertz Parkway Pump Station is included with this contract?
- A14. *No work at the Schertz Parkway Pump Station is associated with this project. Refer to Section 2, Item A of this addendum for the revised Bid Proposal. SECTION 01430 Supplement "Maintenance Summary Form" shall be omitted.*
- Q15. Section 01380 Construction Photographs. Can the monthly progress photographs be taken by the Contractors on site personnel?
- A15. *Section 01380, paragraph 1.02.A states, "All photographs must be produced by a competent photographer and shall be color photographs of commercial/professional quality."*

- Q16. I need to get clarification on the Butterfly Valves spec. On the plans C302 note 2 states that the Valves need to be Fusion Bonded Epoxy Coated, but SAWS Standard Spec's section 2.06 Butterfly Valves calls for Epoxy Coated 8-Mils which is not Fusion. Which spec should be used for the valves?
- A16. *The project specifications require fusion bonded epoxy coating inside and outside for butterfly valves.*
- Q17. Could you tell me what section the spec's for the 20" SS Expansion Joints might be at? Stainless 304 or 316?
- A17. *Expansion Joints shall be Type 316 Stainless Steel in accordance with AWWA C219.*
- Q18. Will "Invation Oak" be completed (paved to and passed tank site) when mobilization of the tank site starts?
- A18. *The official access to the project site is from the "Existing Variable Width Sanitary Sewer Easement & Access; The Villages at Bulverde, Phase B. Plat No. 050553" and through the "0.562 Acre Proposed Access Easement" **only**. Access through Invitation Oak during construction will not be allowed.*
- Q19. Section 13210 Item 2.06.L – Piping
Item 1, the inlet/outlet is specified to be supported by the support wall with stainless steel brackets, guides and hangers. However, in Item 2, the overflow pipe is specified to be supported with galvanized steel brackets, etc. Since the piping material is stainless steel should the supports for both inlet/outlet and overflow piping be stainless steel?
- A19. *Brackets, guides and hangers for the overflow pipe and the inlet/outlet pipe shall be Type 316 stainless steel.*
- Q20. Drawing S-100, Section View. The inlet/outlet pipe is shown with 2 expansion joints. One at the slab on grade level and one just prior to entering the tank. Typically only one expansion joint is required. Please confirm.
- A20. *The top expansion joint prior to the inlet/outlet pipe entering the tank reservoir may be omitted.*
- Q21. The overflow pipe within the tank is specified as carbon steel. Is this pipe coated with the tank interior coating system? Also, is the pipe coated both inside and out or just the exterior of the pipe?
- A21. *Yes, the overflow pipe within the tank reservoir shall be coated inside and out with an NSF 61 approved coating system similar to Specification 09910, paragraph 2.03 C.*
- Q22. Section 13206 Item 2.06.D&E. the upper platform and intermediate landings are specified as all galvanized components yet the ladder within the pedestal is specified as painted carbon steel. Can you confirm this is your intention?
- A22. *Yes, this is the intent of the design.*

- Q23. Is the handrail around the floor manhole within the tank carbon steel, coated with the tank interior paint system?
- A23. *Yes, the carbon steel handrail shall be painted in accordance with Specification 09910, paragraph 2.03.*

5.0 Additional Attachments

- A. Revised Bid Proposal
- B. Proposal Certification
- C. Good Faith Effort Plan
- D. Conflict of Interest Questionnaire
- E. Revised Section 01400 – Quality Control

ACKNOWLEDGEMENT BY BIDDER

Each respondent is requested to acknowledge receipt of this Addendum No. 1 by his/her signature affixed hereto and to file same and attach with his/her proposal.

The 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

Tetra Tech, Inc.
Texas Registered Engineering Firm F-3924
700 N. Saint Mary's Street, Ste. 300
San Antonio, TX 78205



BID PROPOSAL

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

TO 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 construction of a new 2.5 MG composite elevated storage tank for potable water and approximately 2,350 LF of 24-inch water main, San Antonio Water System Job Number 02-6015, in accordance with the Plans and Specifications for the following prices to wit:

LUMP SUM PRICES FOR:

ITEM NO.	ITEM DESCRIPTION (PRICE TO BE WRITTEN IN WORDS)	UNIT	QTY.	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
1.	Cibolo EST - Furnish all materials, labor, equipment and superintendence for construction of a new 2.5 million gallon composite elevated storage tank, mechanical piping, approximately 2,350 LF of 24-inch water main, valves, electrical, SCADA controls, drainage, site improvements, and all appurtenances, except those specifically listed in other Items, for a complete in-place facility in accordance with the contract Plans and Specifications. _____ Dollars and _____ Cents	L.S.	1	<u>XXXXXXXX</u>	\$ _____
2.	Trench Excavation Safety Protection – The total amount for furnishing all labor, materials, tools, equipment and incidentals required to perform trench excavation safety protection in accordance with the Contract Documents, complete in place. _____ Dollars and _____ Cents	L.F.	2,350	\$ _____	\$ _____

3.	Permit Allowance \$20,000 – Contractor shall include the \$20,000.00 allowance for City Plan Review, Building Permitting Fees, and ADA plan review/inspection fees in the proposal and he/she will be reimbursed for charges incurred from Permit Fees in connection with Plan Review and Permit Fees. <u>Twenty Thousand</u> Dollars and <u>Zero</u> Cents	L.S.	1	<u>XXXXXXXX</u>	\$ <u>20,000.00</u>
----	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------	---	-----------------	---------------------

A. SUB-TOTAL BASE BID (Items 1 - 3)	\$ _____
-------------------------------------	----------

100.	Mobilization and Demobilization – This item shall include project move-in and move-out of personnel and equipment, for all work including furnishing all labor, materials, tool, equipment and incidentals required to mobilize, demobilize, bond and insure the Work for the Cibolo Elevated Storage Tank Project, in accordance with the contract documents, complete in place. _____ Percent Maximum of 5% of Line Item A, Sub-Total Base Bid (Items 1 - 3) amount.	L.S.	1	<u>XXXXXXXX</u>	\$ _____
------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------	---	-----------------	----------

Mobilization and Demobilization lump sum bid shall be limited to a maximum 5% of the Line Item ‘A’ Sub-Total Base Bid (Items 1 – 3)’. Line Item ‘A’ Sub-Total Base Bid (Items 1 – 3) is defined as all bid items EXCLUDING ‘Item 100, Mobilization and Demobilization’. **In the event of a discrepancy between the written percentage and dollar amount shown for Item 100, Mobilization and Demobilization, the bid item’s written percentage will govern. If the written percentage exceeds the allowable maximum stated for Mobilization and Demobilization, SAWS reserves the right to cap the amount at the percentage shown and adjust the extensions of the bid item accordingly.**

TOTAL BID AMOUNT
(Line Item 'A' and Mobilization)

_____ Dollars
and _____ Cents.
\$ _____

OFFEROR'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 Numbers.

ACKNOWLEDGEMENT OF ADDENDUM:

ADDENDUM No. _____ DATE: _____

ADDENDUM No. _____ DATE: _____

ADDENDUM No. _____ DATE: _____

ADDENDUM No. _____ DATE: _____

Owner Reserves the right to accept the overall most responsible Bid.

1. The Bidder offers to construct the Project in accordance with the Contract Documents for the contract price and to complete the project within 540 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.
2. Bidder must return pages BP-1 through BP-4. Any and all Addenda which are issued by the San Antonio Water System with appropriate signatures which acknowledge receipt shall be attached to and made a part of this Bid Proposal.

PROPOSAL CERTIFICATION

Accompanying this proposal is a Bid Bond or Certified or Cashier's Check on a State or National Bank 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 Contractor hereby agrees to commence work under this Contract within seven (7) calendar days after issuance by the SAWS of the written Authorization to Proceed. Under no circumstances shall the work commence prior to Contractor's receipt of SAWS issued, written Authorization to Proceed.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

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

SECTION B. – SMWB COMMITMENTS

The SMWB goal on this project is 17 %

1. The undersigned proposer has satisfied the requirements of the BID specification in the following manner (please check the appropriate space):

 The proposer is committed to a minimum of 17 % SMWB utilization on this contract.

 The proposer, (if unable to meet the SMWB goal of 17%), is committed to a minimum of % SMWB utilization on this contract. *(If contractor is unable to meet the goal, please fill out Section C and submit documentation demonstrating good faith efforts).*

2. Name and phone number of person appointed to coordinate and administer the SMWB requirements on this project.

Name: _____

Title: _____

Phone Number: _____

IF THE SMWB GOAL WAS MET, PROCEED TO AFFIRMATION AND SIGN THE GFEP. IF GOAL WAS NOT MET, PROCEED TO SECTION C.

SECTION C – GOOD FAITH EFFORTS (Fill out only if the SMWB goal was not achieved).

1. List all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for the contract by choice of the proposer, subcontractor, or supplier. Written notices to firms contacted by the proposer for specific scopes of work identified for subcontracting/supply opportunities must be provided to subcontractor/supplier **not less than five (5) business days prior to bid/proposal due date**. The following information is required for all firms that were contacted of subcontracting/supply opportunities.

Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	Is Firm SMWB Certified?	Date Written Notice was Sent & Method (Fax, Letter, E-Mail, etc.)	Reason Agreement was not reached?
1.				
2.				
3.				
4.				
5.				
6.				
7.				

(Use additional sheets as needed)

In order to verify a proposer's good faith efforts, please provide to SAWS copies of the written notices to all firms contacted by the proposer for specific scopes of work identified in relation to the subcontracting/supply opportunities in the above named project. Copies of said notices must be provided to the SMWB Program Manager within five (5) business days after the response is due. Such notices shall include information on the plans, specifications, and scope of work.

2. Did you attend the pre-bid conference scheduled for this project? ____ Yes ____ No

3. List all SMWB listings or directories, contractor associations, and/or any other associations utilized to solicit SMWB Subcontractors/suppliers.

4. Discuss efforts made to define additional elements of the work proposed to be performed by SMWBs in order to increase the likelihood of achieving the goal:

5. Indicate advertisement mediums used for soliciting bids from SMWBs. (Please attach a copy of the advertisement(s):

AFFIRMATION

I hereby affirm that the above information is true and complete to the best of my knowledge. I further understand and agree that, this document shall be attached thereto and become a binding part of the contract.

Name and Title of Authorized Official:

Name: _____

Title: _____

Signature: _____ Date: _____

NOTE:

This Good Faith Effort Plan is reviewed by SAWS Contracting Department. For questions and/or clarifications, please contact Marisol V. Robles, SMWB Manager, at 210-233-3420.

DEFINITIONS:

Prime Consultant/Contractor: Any person, firm partnership, corporation, association or joint venture which has been awarded a San Antonio Water System contract.

Subconsultants/contractor: Any named person, firm partnership, corporation, association or joint venture identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing under contract with a prime consultant/contractor on a San Antonio Water System contract.

Small, Minority and Woman Business (SMWB): All business structures Certified by the Small Business Administration, Texas State Comptroller's Office, or the South Central Texas Regional Certification Agency that are 51% owned, operated, and controlled by a Small Business Enterprise, a Minority Business Enterprise, or a Woman-owned Business Enterprise.

Small Business Enterprise (SBE): A business structure that is Certified by the Small Business Administration, Texas State Comptroller's Office or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by someone who is legally residing in or a citizen of the United States, and the business structure meets the U.S. Small Business Administration's (SBA) size standard for a small business within the appropriate industry category

Minority Business Enterprise (MBE): A business structure that is Certified by the Small Business Administration, Texas State Comptroller's Office or the South Central Texas Regional Certification Agency as being 51% owned, operated, and controlled by an ethnic minority group member(s) who is legally residing in or a citizen of the United States. For purposes of the SMWB program, the following are recognized as minority groups:

- a. **African American** – Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian or West Indian.
- b. **Hispanic American** – Persons of Mexican, Puerto Rican, Cuban, Spanish or Central or South American origin.
- c. **Asian-Pacific American** – Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- d. **Asian-Indian American** – Persons whose origins are from India, Pakistan, Bangladesh or Sri Lanka.
- e. **American Indian/Native American** – Persons having no less than 1/16 percentage origin in any of the American Indian Tribes, as recognized by the U.S. Department of the Interior's Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Women Business Enterprise (WBE): A business structure that is Certified by the Small Business Administration, Texas State Comptroller's Office or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by a woman or women who are legally residing in or citizens of the United States.

African American Business Enterprise (AABE): A business structure that is Certified by the Small Business Administration, Texas State Comptroller's Office or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by African American minority group member(s) who are legally residing in or are citizens of the United States.

Joint Venture: A limited association of two or more persons to carry out a single business enterprise for profit, for which purpose they combine their property, money, efforts, skills and knowledge.

Contractor's Payment to Sub-Contractors:

The contractor will be required to report the actual payments to all subcontractors, utilizing the Sub-contracting Payment and Utilization Reporting (S.P.U.R.) System, in the time intervals and format prescribed by SAWS. This information will be utilized for SMWB participation tracking purposes. Any unjustified failure to comply with the committed SWMB levels may be considered breach of contract.

Web Submittal of Subcontractor Payment Reports:

The Contractor is required to electronically submit monthly subcontractor payment information utilizing the Sub-contracting Payment and Utilization Reporting (S.P.U.R.) System, beginning with the first SAWS payment for services under the contract, and with every payment thereafter (for the duration of the contract).

Electronic submittal of monthly subcontractor payment information will be accessed through a link on SAWS' "Business Center" web page.

The Contractor and all subcontractors will be provided a unique log-in credential and password to access the SAWS subcontractor payment reporting system. The link may also be accessed through the following internet address: <https://saws.smwbe.com/>

CONFLICT OF INTEREST QUESTIONNAIRE NOTE:

“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 with the SAWS Manager of Contract Administration no later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with SAWS; or (2) submits to SAWS an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with SAWS. The Conflict of Business questionnaire is attached on the following page and is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed Conflict of Interest questionnaires should be included with your bid or may be delivered by hand, within 7 business days of the bid opening, to the Manager of Contract Administration. If mailing a completed Conflict of Interest questionnaire, mail to: David Gonzales, Manager, Contract Administration, 2800 U.S. Hwy 281 North, San Antonio, TX 78212. If delivering a completed Conflict of Interest questionnaire, deliver to Contract Administration, Tower 2, 1st Floor, Room 171, 2800 U.S. Hwy 281 North, San Antonio, TX 78212. Please consult your own legal advisor if you have questions regarding the statute or form.”

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

SECTION 01400
QUALITY CONTROL

PART 1 GENERAL:

1.01 DESCRIPTION OF WORK:

This section describes the requirements for quality control necessary for the execution of this contract. Requirements within the following subject areas are included:

- A. General Quality Control
- B. Workmanship
- C. Manufacturer's Instructions
- D. Manufacturer's Certificates
- E. Mockups
- F. Manufacturer's Field Services
- G. Testing Laboratory Services

1.02 GENERAL QUALITY CONTROL:

- A. The CONTRACTOR shall maintain control over subcontractor's suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of a specified quality.
- B. The CONTRACTOR shall develop and submit, for review by SAWS, a detailed project-specific Quality Control (QC) Plan in accordance with SAWS Standard Specifications for Construction Item No. 903, Construction QC/QA Program. The CONTRACTOR's QC plan shall be received and formally accepted before any construction begins. This first submission by the CONTRACTOR shall include, as a minimum, a general plan for quality control, plus the specifics for the work which is about to begin. The CONTRACTOR shall also state familiarity with specifications and plans (i.e., shoring plans) and assure properly skilled personnel are in place prior to construction. The plan shall be job-specific and shall address any unusual or unique aspects of the job or activity for which it is written and as a minimum include:
 - 1. Signature Sheet: Provide the title, signature, and phone number of the plan preparer and his/her corporate authority.
 - 2. Qualification of Personnel: Identify the QC personnel to be assigned lead responsibility on the project and lead individuals for Subcontractor and supplier QC personnel. Define the applicable QC qualifications, training and experience of each listed individual.

3. Purpose: A written statement as to what the CONTRACTOR's understanding is of a CONTRACTOR QC Plan for this specific project.
 4. Policy: A written statement of the CONTRACTOR's established written policy on Quality Control.
 5. Organization: An organization chart identifying individuals and titles of the CONTRACTOR's lead personnel for this specific project including Project Superintendent and Quality Control Manager and the chain-of-command from project personnel to corporate control personnel. Chart shall indicate relationship with Subcontractors and commercial testing firms.
 6. Procedures: Written procedures with respect to issues including:
 - a. Control of Onsite Construction
 - b. Receiving and Warehousing
 - c. Offsite Inspection
 - d. Inspection Documentation
 - e. Drawing and Document Control
 - f. Materials Certification
 - g. Workmanship Inspection
 - h. Calibration of Equipment
 - i. Final Inspection and Tests
 - j. Revision Policy
 7. Testing Methods: Written definition of the means and methods CONTRACTOR, Subcontractor and suppliers will use to accomplish quality control testing.
 8. Recording Forms: Copies of CONTRACTOR's standard forms that will be used to document the quality control process and testing.
 9. Quality Control Procedures: Written procedures CONTRACTOR shall use in the accomplishment of the specific project to demonstrate:
 - a. Surveillance of Subcontractor Operations
 - b. Inspection of Acceptance Procedures
 - c. Inspection of Discrepancy Procedures
 - d. Testing Procedures
 - e. General Administrative Procedures
- C. Quality Assurance (QA) is the means by which Owner assures that the completed project complies with the quality established by the construction Contract Documents. Owner's QA will be accomplished through reviews, observation and tests by the Owner's construction observer, design engineer, consultant or any other authorized Owner representative.

1.03 WORKMANSHIP:

- A. CONTRACTOR will comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship is required.
- B. CONTRACTOR will produce work that meets or exceeds workmanship standards described in these specifications.

1.04 MANUFACTURER'S INSTRUCTIONS:

- A. CONTRACTOR shall comply with published instructions in full detail, including each in-step sequence recommended by the manufacturer. In the event that these instructions conflict with these specifications, the CONTRACTOR shall obtain clarification from the Owner.

1.05 MANUFACTURERS' CERTIFICATES:

- A. CONTRACTOR shall submit manufacturer certificates that guarantee compliance with the specified requirements when indicated by these Specifications.

1.06 MOCKUPS

- A. Contractor shall erect and remove full-scale mockups of selected assemblies at the project site when required by these Contract Documents.

1.07 MANUFACTURERS' FIELD SERVICES:

- A. As specified in Section 01640 - Manufacturer's Field Services and when required in respective specification sections, the CONTRACTOR will require manufacturers to provide qualified personnel to observe field conditions; conditions of surfaces and previous installations; quality of workmanship; start-up of equipment; test, adjust, and balance of equipment as applicable; and to make appropriate recommendations.
- B. CONTRACTOR shall submit written report to the Owner listing manufacturer's observations and recommendations.

1.08 TESTING LABORATORY SERVICES:

- A. Sampling of materials and laboratory testing of materials shall be performed at the expense of the CONTRACTOR by an independent certified commercial testing laboratory. The selection of the laboratory is subject to the review and approval of the Owner.
- B. Sampling and testing of equipment shall be performed at the expense of the CONTRACTOR by an independent certified commercial testing laboratory acceptable to Owner.

- C. The CONTRACTOR shall submit the name and qualifications of the laboratory to the Owner for review no less than 30 days prior to the date the laboratory is to be used. The qualifications and services of outside testing laboratories shall meet or exceed the following requirements:
1. Satisfy "Recommended Requirements for Independent Laboratory Qualifications," published by American Council of Independent Laboratories.
 2. Satisfy requirements of ASTM E329, "Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Construction."
 3. Submit a copy of report of the inspection of the facilities made by the Materials Reference Laboratory of National Bureau of Standards during the most recent inspection, with a memorandum of remedies of any deficiencies reported by the inspection.
 4. Submit copies of the recent certificates of calibration for all pertinent devices within the laboratory that will be used in required testing for this Work.
 5. Conduct testing in accordance with the requirements of governing authorities and specified standards.
 6. Provide reports to the Owner that conform to the requirements contained in Section 01300 – Submittals giving observations and results of tests, indicating compliance or non-compliance with standards and with these Specifications.
- D. The Owner may require special inspection, testing or approval of material or Work for determining compliance with the requirements of the Contract Documents. The CONTRACTOR shall arrange for such special testing, inspection or approval procedure. Should the material or Work fail to comply with the requirements of the Contract Documents, the CONTRACTOR shall bear all costs of the special testing, inspection or approval as well as the cost of replacement of any unsatisfactory material or Work, as provided by the General Conditions. Otherwise, should the Work prove not defective, the Owner will bear such costs.

1.09 CONTRACTOR RESPONSIBILITIES:

- A. Notify Owner and laboratory twenty-four (24) hours prior to expected time for operations requiring inspection and testing services. Notify Owner if specification section requires the presence of the Architect/Engineer.
- B. Cooperate with laboratory personnel in collecting samples to be tested or collected on site.
- C. Provide access to the Work and to manufacturer's facilities.
- D. Provide incidental labor and facilities for access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.
- E. Arrange with laboratory and pay for:
 1. Retesting required for failed tests;

2. Retesting for nonconforming Work;
3. Additional sampling and tests requested by CONTRACTOR beyond specified requirements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

This page intentionally left blank.