



SAN ANTONIO WATER SYSTEM
WATER PRODUCTION FACILITIES DISINFECTION SYSTEM UPGRADES PROJECT
SAWS Job No. 12-6004
SAWS Solicitation No. B-14-042-DD

ADDENDUM NO. 1
July 23, 2014

To Respondent of Record:

This addendum, applicable to work referenced above, is an amendment to the bidding documents 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 in the space provided in submitted copies of the proposal.

A. Modifications to the Specifications

1. Invitation for Competitive Sealed Proposals – IV-1

Replace with the attached. Bid Opening date revised from 2:00 p.m., September 5, 2014 to 2:00 p.m., August 21, 2014.

2. Price Proposal – PP-1

Replace with the attached. Deleted Bid Item Nos. 1E, 2E, 3E (Additional Start-Up and Commissioning Services for On-Site Sodium Hypochlorite Generation Facility). Added Bid Item No. 4C (Additional Startup and Commissioning Services Allowance).

3. Special Conditions – SC-1:

Add Section 8.0:

“8.0 Additional Start-up/Commissioning Services Allowance: The CONTRACTOR, OWNER, AND ENGINEER shall verify the completeness and operational and functional performance of all the systems and their sub-systems included in this project for compliance with the “design intent” as outlined in the contract documents beginning at the pre-startup and following through the start-up and commissioning phase of the systems and their sub-systems.

During the period covering the pre-startup through the commissioning of these systems and their components, THE OWNER may request changes (not included in the project scope) in the form of modifications and upgrades and/or the addition of other items including but not limited to safety, security, and Operation & Maintenance items to these systems and their sub-systems to provide a complete and operational and functional system.

The OWNER may request the CONTRACTOR to compete these unforeseen items not included in the project scope before the commissioning and/or PRIOR to FINAL ACCEPTANCE. These changes and additional items shall be at the sole discretion of

SAWS, and shall be paid from the "Allowance" bid line item. The cost and time impacts for these services shall be negotiated through Request for Proposal process. The terms of payment for the CONTRACTOR services shall be in accordance with the contract terms and conditions."

4. SECTION 01 12 00 Measurement and Payment:

Replace Section 1.6.D and 1.6H as follows:

"1.6.D. Civil/Mechanical/Structural/Architectural/Plumbing/HVAC Improvements for On-Site Sodium Hypochlorite Generation Facility. This item includes civil, mechanical, structural, architectural, plumbing, and HVAC construction related to the On-Site Hypochlorite Generation Facility for each of the project sites. The item shall include, but is not limited to, site preparation, grading, access road, yard piping and valves, equipment, equipment piping and valves, building, plumbing and HVAC building support systems, containment area, containment area piping and valves, containment area equipment, tanks, associated submittals, **manufacturer's field services, testing, startup, and commissioning.** The Civil / Mechanical / Structural / Architectural / Plumbing /HVAC Improvements for On-Site Sodium Hypochlorite Generation Facility shall be paid per the lump sum item for each facility."

"1.6.E. Electrical and Instrumentation Controls Improvements for On-Site Sodium Hypochlorite Generation Facility. This item includes the electrical and instrumentation controls construction related to the On-Site Sodium Hypochlorite Generation Facility for each of the project sites. The item shall include, but is not limited to electrical equipment, conduit, wiring/cables, lighting, instrumentation, instrumentation connections, submittals, **manufacturer's field services, testing, startup, and commissioning.** The Electrical and Instrumentation Controls Improvements for In-Site Sodium Hypochlorite Generation Facility shall be paid per the lump sum item for each facility."

"1.6.H. Additional Startup and Commissioning Services Allowance. This item includes addressing Owner-requested changes (not included in the project scope) in the form of modifications and upgrades and/or the addition of other items including but not limited to safety, security, and Operation & Maintenance items to these systems and their sub-systems to provide a complete and operational and functional system. The OWNER may request the CONTRACTOR to compete these unforeseen items not included in the project scope before the commissioning and/or PRIOR to FINAL ACCEPTANCE. These changes and additional items shall be at the sole discretion of the OWNER. The cost and time impacts for these services shall be negotiated through Request for Proposal process. The terms of payment for the CONTRACTOR services shall be in accordance with the contract terms and conditions."

5.: SECTION 01 21 00 "ALLOWANCES"

Reference 3.1.A.1. Add the following item:

Contract and Bid/Payment Item No.	Allowance Name	Include Contingency Allowance Amount Of
4A	Permitting	\$15,000
4B	Miscellaneous Valve Replacement	\$80,000
4C	Additional Start-up and Commissioning Services	\$50,000

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

Stephanie Sue

Stephanie Sue, P.E.
 Project Manager
 ARCADIS U.S., Inc.
 TBPE Firm No. F-533



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

Date

Signature of Bidder

END OF ADDENDUM

INVITATION FOR COMPETITIVE SEALED PROPOSALS

Solicitation No.: **B-14-042-DD**

Sealed proposals are requested by the San Antonio Water System for the construction of three on-site sodium hypochlorite generation facilities for the Maltsberger, Marbach, and Wurzbach Pump Stations for the Water Production Facilities Disinfection System Upgrades Project, SAWS Job No. 12-6004.

To view additional project information, as well as obtain the plans and specifications for this project, visit our website located at www.saws.org and click on the Business Center. Then select Bidder, Consultant, and Vendor Registration, which is located on the left-hand side of the screen. Select the Register Now button and proceed with registration. For difficulties downloading plans and specifications, contact the Contracting Department at 210-233-3372.

For questions regarding this solicitation, technical questions or additional information, please contact Diana Dwyer, in writing via email to: Diana.Dwyer@saws.org or by fax to (210) 233-5218 until **4:00 p.m. (CT) on August 4, 2014**. Answers to the questions will be posted to the website by **4:00 p.m. (CT) on August 7, 2014** as a separate document or included as part of an addendum.

A **mandatory** pre-proposal meeting will be held at **10:00 a.m. on July 31, 2014** at the San Antonio Water System's Customer Service Building, 4th floor, Conference Room 452, 2800 U.S. Hwy 281 North, San Antonio, Texas. Please be advised that under no circumstances shall any late or non-attendee(s) to the Mandatory Pre-Proposal Meeting be allowed to submit a Proposal for the project. Immediately following the pre-proposal meeting there will be a MANDATORY site visit at each of the three pump station sites starting at 8910 Jones-Maltsberger Rd., San Antonio Texas 78216.

Sealed proposals will be received by the Contract Administration Division, 2800 U.S. Hwy 281 North, Customer Center Building, Suite 171, San Antonio, Texas 78212, until **2:00 p.m., August 21, 2014**. Proposals will then be publicly opened and read aloud in Contract Administration, Suite 169, Customer Center Building, 2800 U.S. Hwy 281 North, San Antonio, Texas. Each proposal must be accompanied by a cashier's check, certified check, or bid bond in an amount not less than five percent of the total price proposal. SAWS reserves the right to reject any and all proposals.

This solicitation requires a Qualification Package, Good Faith Effort Plan, and Conflict of Interest Questionnaire, which should be included as part of the proposals and will become part of the construction documents.

This contract is contingent upon release of funds from the Texas Water Development Board.

Any contract or contracts awarded under this Invitation for Competitive Sealed Proposals (IFCSP) are expected to be funded in part by financial assistance from the Texas Water Development Board (TWDB). Neither the State of Texas nor any of its departments, agencies, or employees are or will be a party to this IFB or any resulting contract.

Equal Opportunity in Employment – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, pregnancy, sexual orientation, national origin, political belief or affiliation, age, disability or genetic information. The contractor shall carry out applicable requirements of 40CFR Part 33 in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.

This contract is subject to the Environmental Protection Agency's (EPA) "fair share policy", which includes EPA-approved "fair share goals" for Minority Business Enterprise (MBE) and Women's

Business Enterprise (WBE) firms in the Construction, Supplies, Equipment and Services procurement categories. EPA's policy requires that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to MBE and WBE firms. Although EPA's policy does not mandate that the fair share goals be achieved, it does require applicants and prime contractors to demonstrate use of the six affirmative steps. The current fair share goals for the State of Texas are as follows:

MBE: CONSTRUCTION 12.94%; SUPPLIES 9.68%; SERVICES 10.84%; EQUIPMENT 7.12%.

WBE: CONSTRUCTION 8.72%; SUPPLIES 9.34%; SERVICES 5.72%; EQUIPMENT 5.39%.

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Drinking Water State Revolving Fund (DWSRF) shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3 and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. All grants, cooperative agreements, and loans funded under the CWSRF and DWSRF shall include the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a), which shall also be incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("Buy American Requirement") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the Buy American Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

PRICE PROPOSAL

PROPOSAL OF _____, a corporation

a partnership consisting of _____

an individual doing business as _____

THE SAN ANTONIO WATER SYSTEM:

Pursuant to Invitations for Competitive Sealed Proposals and Instructions to Respondents, the undersigned proposes to furnish all labor and materials as specified and perform the work required for the construction of the **Water Production Facilities Disinfection System Upgrades Project**, San Antonio Water System Job Number 12-6004 in accordance with the Plans and Specifications for the following prices to wit:

1. MALTSBERGER PS ON-SITE SODIUM HYPOCHLORITE GENERATION (OSHG) FACILITY

ITEM NO	ITEM DESCRIPTION (PRICE TO BE WRITTEN IN WORDS)	UNIT	QTY	UNIT PRICE (FIGURES)	TOTAL (FIGURES)
1A	Civil / Mechanical / Structural / Architectural / Plumbing / HVAC Improvements for On-Site Sodium Hypochlorite Generation Facility at Maltsberger PS Site Complete in Place; _____ Dollars and _____ Cents	LS	1	<u>XXXXXXXX</u>	\$ _____
1B	Electrical and Instrumentation and Controls Improvements for On-Site Sodium Hypochlorite Generation Facility at Maltsberger PS Site Complete in Place; _____ Dollars and _____ Cents	LS	1	<u>XXXXXXXX</u>	\$ _____
1C	SCADA Programming and Integration for On-Site Sodium Hypochlorite Generation Facility at Maltsberger PS Site Complete in Place; _____ Dollars and _____ Cents	LS	1	<u>XXXXXXXX</u>	\$ _____
1D	Third Party Material's Testing at Maltsberger PS Complete in Place; _____ Dollars and _____ Cents	LS	1	<u>XXXXXXXX</u>	\$ _____

SUBTOTAL MALTSBERGER PUMP STATION ON-SITE SODIUM HYPOCHLORITE GENERATION FACILITY: _____ Dollars and _____ Cents

2. MARBACH PS ON-SITE SODIUM HYPOCHLORITE GENERATION (OSHG) FACILITY

ITEM NO	ITEM DESCRIPTION (PRICE TO BE WRITTEN IN WORDS)	UNIT	QTY	UNIT PRICE (FIGURES)	TOTAL (FIGURES)
2A	Civil / Mechanical / Structural / Architectural / Plumbing / HVAC Improvements for On-Site Sodium Hypochlorite Generation Facility at Marbach PS Site Complete in Place; _____ Dollars and _____ Cents	LS	1	<u>XXXXXXXX</u>	\$ _____
2B	Electrical and Instrumentation and Controls Improvements for On-Site Sodium Hypochlorite Generation Facility at Marbach PS Site Complete in Place; _____ Dollars and _____ Cents	LS	1	<u>XXXXXXXX</u>	\$ _____
2C	SCADA Programming and Integration for On-Site Sodium Hypochlorite Generation Facility at Marbach PS Site Complete in Place; _____ Dollars and _____ Cents	LS	1	<u>XXXXXXXX</u>	\$ _____
2D	Third Party Material's Testing at Marbach PS Complete in Place; _____ Dollars and _____ Cents	LS	1	<u>XXXXXXXX</u>	\$ _____
SUBTOTAL MARBACH PUMP STATION ON-SITE SODIUM HYPOCHLORITE GENERATION FACILITY: _____ Dollars and _____ Cents					

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3. WURZBACH PS ON-SITE SODIUM HYPOCHLORITE GENERATION (OSHG) FACILITY

ITEM NO	ITEM DESCRIPTION (PRICE TO BE WRITTEN IN WORDS)	UNIT	QTY	UNIT PRICE (FIGURES)	TOTAL (FIGURES)
3A	Civil / Mechanical / Structural / Architectural / Plumbing / HVAC Improvements for On-Site Sodium Hypochlorite Generation Facility at Wurzbach PS Site Complete in Place; _____ Dollars and _____ Cents	LS	1	<u>XXXXXXXX</u>	\$ _____
3B	Electrical and Instrumentation and Controls Improvements for On-Site Sodium Hypochlorite Generation Facility at Wurzbach PS Site Complete in Place; _____ Dollars and _____ Cents	LS	1	<u>XXXXXXXX</u>	\$ _____
3C	SCADA Programming and Integration for On-Site Sodium Hypochlorite Generation Facility at Wurzbach PS Site Complete in Place; _____ Dollars and _____ Cents	LS	1	<u>XXXXXXXX</u>	\$ _____
3D	Third Party Materials Testing at Wurzbach PS Complete in Place; _____ Dollars and _____ Cents	LS	1	<u>XXXXXXXX</u>	\$ _____
SUBTOTAL WURZBACH PUMP STATION ON-SITE SODIUM HYPOCHLORITE GENERATION FACILITY: _____ Dollars and _____ Cents					

4. ALLOWANCES

ITEM NO	ITEM DESCRIPTION (PRICE TO BE WRITTEN IN WORDS)	UNIT	QTY	UNIT PRICE (FIGURES)	TOTAL (FIGURES)
4A	Permit Allowance; _____ Fifteen Thousand _____ Dollars and _____ Zero _____ Cents	LS	1	<u>XXXXXXXX</u>	\$ <u>15,000</u>
4B	Miscellaneous Valve Replacement Allowance, _____ Eighty Thousand _____ Dollars and _____ Zero _____ Cents	LS	1	<u>XXXXXXXX</u>	\$ <u>80,000</u>

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4C	Additional Start-up and Commissioning Services	LS	1	\$XXXXXXXX	\$ 50,000
	Fifty Thousand Dollars and Zero Cents				
SUBTOTAL ALLOWANCES: <u>\$145,000</u> Dollars and <u>00</u> Cents					

- 1. **SUBTOTAL MALTSBERGER PS OSHG FACILITY:** \$ _____
- 2. **SUBTOTAL MARBACH PS OSHG FACILITY:** \$ _____
- 3. **SUBTOTAL WURZBACH PS OSHG FACILITY:** \$ _____
- 4. **SUBTOTAL ALLOWANCES:** \$ 145,000.00
- 5. **TOTAL PRICE AMOUNT:** \$ _____

_____ Dollars

and _____ Cents

OFFEROR'S SIGNATURE & TITLE

FIRM'S PHONE NO. / FAX NO.

FIRM'S NAME (TYPE OR PRINT)

FIRM'S EMAIL ADDRESS

FIRM'S ADDRESS

The Contractor herein acknowledges receipt of the following Addendum Numbers.

ACKNOWLEDGEMENT OF ADDENDUM(s):

- ADDENDUM No. _____ **DATE:** _____
- ADDENDUM No. _____ **DATE:** _____
- ADDENDUM No. _____ **DATE:** _____
- ADDENDUM No. _____ **DATE:** _____

Owner Reserves the right to accept the overall most responsible Price Proposal.

- 1. Offeror acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Price. Final payment for all Unit Price Line Items will be based on actual quantities provided, determined as provided in the Contract documents.

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2. Any and all Addenda which are issued by the San Antonio Water System with the appropriate signatures which acknowledge receipt shall be attached to and made a part of the Price Proposal.
3. The Respondent offers to construct the Project in accordance with the Contract Documents for the contract price, and to substantially complete the Project within **540 calendar days** after the start date and finally complete the Project within **600 calendar days** after the start date, as set forth in the Authorization to Proceed. The Respondent understands and accepts the provisions of the Contract Documents relating to liquidated damages of the project if not completed on time.