

Addendum No. 1  
Jefferson and Hall Elevated Storage Tanks Demolition Project  
SAWS Job No. 08-0103 & 09-0002  
SAWS Solicitation No. B-11-015-DD

## **ADDENDUM NO. 1**

March 18, 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 Jefferson and Hall Elevated Storage Tanks Demolition Project (SAWS Job No. 08-0103 & 09-0002; SAWS Solicitation No. B-11-015-DD).

### **2.0 Modifications to the Specifications**

- A. All references to SAWS Job No. 09-0003 for the Hall Tank shall be struck and replaced with SAWS Job No. 09-0002. This includes references on the Cover Sheet, Signature Sheet, Invitation for Competitive Sealed Proposals and Price Proposal.
- B. PRICE PROPOSAL – Revise the Opinion of Probable Construction Cost to \$507,100.00. Refer to the revised version attached to this Addendum.
- C. PRICE PROPOSAL – Strike the following note on P-2, “Note: In the event of a discrepancy between the written amount and the dollar amount shown for unit price items the written amount will govern.” Replace with the following note, “Note: Mobilization lump sum bid shall be limited to a maximum 10% of the Line Item "A" Sub-total Base Bid amount. The Line Item "A" Sub-total base bid is defined as all bid items EXCLUDING Item 4, Mobilization In the event of a discrepancy between the written percentage and dollar amount shown for Mobilization the written percentage will govern. If the percentage written exceeds the allowable maximum stated for mobilization, SAWS reserves the right to cap the amount at the percentages shown and adjust the extensions of the bid items accordingly.” Refer to the revised version attached to this Addendum.
- D. Remove Page B2G, “SAWS Subcontractor Payment Compliance” in its entirety, and replace with the revised version attached to this Addendum.
- E. SPECIAL CONDITIONS – Add the following Special Conditions:

### **SPC 6.0 Submittals**

Contractor shall submit all submittals to SAWS within two weeks after Notice of Award. Submittals shall be made in accordance with Section 01300 – Submittals.

F. SUPPLEMENTARY CONDITIONS – Add the following Supplementary Conditions:

**SUC 1.8 Article IV - Contract Administration, Section 4.6** of the General Conditions shall be amended as follows:

**CONTRACTORS** – The Contractor shall perform the Work with its own organization on at least 40% of the total original contract price. The term to “perform the Work with its own organization” is defined herein as utilizing only:

- Workers employed and paid directly by the Contractor or a wholly owned subsidiary of the contractor.
- Equipment owned by the contractor or its wholly owned subsidiary.
- Rented or leased equipment operated by the Contractor’s, or its wholly owned subsidiaries, employees.
- For purposes of determining the value of the Work self performed, the amount shall include all materials incorporated into the Work where the majority of the value of the Work involved in incorporating the material is performed by the Contractor’s own Organization, including wholly owned subsidiary; and

Labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor code for non supervisory personnel if the contractor or wholly owned subsidiary maintains direct control over the labor.

G. Section 01010 SUMMARY OF WORK – Revise Section 1.01 A, paragraph 1 as follows: Strike the second to last sentence of Section 1.01 A, paragraph 1. “Items that are salvageable shall be protected and turned over to the Owner for reuse.” The intent is that SAWS does not want any salvageable materials.

### **3.0 Modifications to the Plans**

A. All references to SAWS Job No. 09-0003 for the Hall Tank shall be struck and replaced with SAWS Job No. 09-0002. This includes references on the Cover Sheet.

### **4.0 Questions and Answers**

- Q1. The estimator has a question regarding the black coating that is referred to as hazardous material in Section 02060-8 paragraph L. If it is hazardous what is the material?
- A1. The concrete tank, Jefferson Tank, has a bitumastic interior liner. An asbestos report for the Jefferson Tank is included in the Project Specifications. Per Section 01010, 1.01, B.3, “All material is considered to be hazardous and handled as such by the Contractor, until such time as it is tested and determined to be non-hazardous or rendered as such by the Contractor.”

Q2. I need a little clarification on the submittal package assembly. Please correct me if I'm wrong

Package# 1- Price Proposal will be in a sealed envelope all by itself?

Package# 2- Will have 1 ORIGINAL package with all the original items listed on the checklist & 7 Copies of the items listed as copies on the checklist?

A2. Yes, that is correct regarding the two packages. However, please ensure the Original package includes the items listed on the bottom half of the checklist as well.

### 5.0 Mandatory Pre-Proposal Meeting and Site Visits

A. As outlined in the Invitation for Competitive Sealed Proposals, proposals will not be accepted from any company who was late or not represented at both the mandatory pre-proposal meeting and mandatory site visits on March 15, 2011 at 10:00 a.m. The following list(s) are a record of the represented firms that attended the mandatory pre-proposal meeting and both mandatory site visits:

Firm Name

- Allied Industries, Inc.
- American
- Eagle – SWS
- Hansco, Inc.
- J.R. Ramon & Sons

Firm Name

- M&M
- Monarch Site Services
- Odin Demolition
- Preferred Tank & Tower
- Wiking Corporation

### 6.0 Questions and Comments from the Mandatory Pre-Proposal Meeting

Q1. What is the San Antonio Water System's policy on releasing proprietary documents when an open records request is received?

A1. SAWS follows the guidelines outlined by the Texas Public Information Act. If such a request is made, the company whose proprietary information would be affected will be notified by SAWS in writing. Please refer to the Attorney General's website for complete information. [https://www.oag.state.tx.us/open/pro\\_info.shtml](https://www.oag.state.tx.us/open/pro_info.shtml) and make special note of the first statement in the opening paragraph:

***Notice Statement to Persons Whose Proprietary Information is Requested***

*A governmental body must provide this notice to a person whose proprietary interests may be affected by release of information within ten business days after receipt of the written request for information.*

The website provides a sample of the information letter and sample instructions which may be given to the third party. Please note that each situation and request is unique and is subject to legal interpretation.

For additional information regarding the above information, contractors may contact Dora S. Martinez, Manager of Corporate Records at 210-233-3086.

Q2. Will SAWS require demolition or environmental insurance coverage for this project?

A2. No. The contractor should reference Section 5.7 of the General Conditions for insurance requirements, as well as SUC 1.3.

COMMENTS:

1. Sealed proposals will be received by SAWS Contract Administration Division until 2:00 p.m., March 25, 2011. A Bid Bond, per Instruction to Respondents paragraph 3, must accompany all proposals. Note that Payment and Performance Bonds are not required until after the proposal submittal date.
2. The contract allows for the work included in this project to be substantially complete in 30 calendar days and final completion in 45 calendar days.
3. The 0.5 MG concrete Jefferson Tank is located on Port San Antonio and the 0.5 MG welded steel Hall Tank is located on Lackland AFB at security hill.
4. The Hall Tank demolition will be first priority on the schedule.
5. It is noted that there are Supplementary Specifications included in the project that address permitting and construction requirements for work on Lackland AFB and Port San Antonio.
6. This is a high profile project with tanks being located on Lackland AFB and Port San Antonio. Safety is of utmost priority.
7. Demolition by use of explosives, a wrecking ball and tripping (laying over the tank) will not be allowed. Mechanical means such as saws, hand shears, pneumatic tools, hydraulic shears, etc. are acceptable.
8. There is an active aviation light at the top of each tank. An aviation light will be required on the crane or other construction equipment while the tank is being demolished.
9. There are heavy metals present in the paint/coating on each tank and in the soils at each site. Contractor will be responsible for proper handling, classification and disposal of all hazardous materials at each site.
10. Six inches of topsoil will be removed from each tank site as delineated on the Construction Plans. Clean fill will be required to bring the site back to the original grades.
11. The contractor will be required to properly manifest the removal and disposal of material from Lackland AFB and Port San Antonio per the project specifications.
12. Contractor to protect existing pavement, curb, gutter, sidewalk, power lines, etc. as indicated in the Construction Plans and Specifications. Contractor will be responsible for restoring damage to existing condition or better.

13. There will be two preconstruction meetings; one standard meeting at SAWS offices and a meeting onsite at Lackland AFB.

**7.0 Additional Attachments**

- A. Revised "Price Proposal", (P-1)
- B. Revised "Subcontractor Payment Compliance", (B2G)

**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



A handwritten signature in black ink, appearing to be "Joshua A. Sherman".

The seal appearing on this document was authorized by  
Joshua A. Sherman, P.E. 106550  
March 18, 2011

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

Jefferson and Hall Elevated Storage Tanks Demolition Project  
 Job Nos. 08-0103 & 09-0002  
 Solicitation No. B-11-015-DD  
 Opinion of Probable Construction Cost: \$507,100.00

**PRICE PROPOSAL**

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

**TO THE SAN ANTONIO WATER SYSTEM:**

**Pursuant to Instructions to Respondents and Invitation for Competitive Sealed Proposals, the undersigned proposes to furnish all labor and materials as specified and perform the work required for the demolition of the Jefferson and Hall elevated water storage tanks, San Antonio Water System Job Numbers 08-0103 and 09-0002, in accordance with the Plans and Specifications for the following prices to wit:**

**BASE UNIT PRICES FOR:**

ITEM NO.	ITEM DESCRIPTION (PRICE TO BE WRITTEN IN WORDS)	UNIT	QTY.	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
1.	Jefferson Tank Demolition - Furnish all materials, labor, equipment and superintendence for the demolition of 500,000 gallon elevated water storage tank and appurtenances, including hazardous material disposal and spoil removal, in accordance with the contract plans and specifications; complete in place.  _____ Dollars and _____ Cents	L.S.	1	\$XXXXXXX	\$ _____
2.	Hall Tank Demolition – Furnish all materials, labor, equipment and superintendence for the demolition of 500,000 gallon elevated water storage tank and appurtenances, including hazardous material disposal and spoil removal, in accordance with the contract plans and specifications; complete in place.  _____ Dollars and _____ Cents	L.S.	1	\$XXXXXXX	\$ _____

3.	Additional Work Allowance not to exceed \$20,000.00 – Contractor shall include the \$20,000.00 allowance in the proposal and he will be reimbursed for charges incurred from Additional Work and Permit Fees.  <u>Twenty Thousand</u> Dollars and <u>Zero</u> Cents	L.S.	1	<u>XXXXXXXX</u>	\$ <u>20,000.00</u>
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<u>Line Item 'A'</u> SUB-TOTAL BASE ITEMS	\$ _____
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4.	Mobilization – Percent of the <u>Line Item 'A'</u> Sub Total Base Items written in words. This item shall govern the mobilization of personnel, equipment and supplies at each project site in preparation of beginning work on contract items and the acquisition of insurance and bonds in accordance with the contract documents.  _____ Percent (Maximum of 10% of <u>Line Item 'A'</u> Sub-Total Base Items amount)	L.S.	1	<u>XXXXXXXX</u>	\$ _____
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Mobilization SUB-TOTAL	\$ _____
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Note: Mobilization lump sum bid shall be limited to a maximum 10% of the Line Item "A" Sub-total Base Bid amount. The Line Item "A" Sub-total base bid is defined as all bid items EXCLUDING Item 4, Mobilization. In the event of a discrepancy between the written percentage and dollar amount shown for Mobilization the written percentage will govern. If the percentage written exceeds the allowable maximum stated for mobilization, SAWS reserves the right to cap the amount at the percentages shown and adjust the extensions of the bid items accordingly.

**TOTAL PRICE AMOUNT** (Line Item 'A' & Mobilization) \$ \_\_\_\_\_

\_\_\_\_\_  
RESPONDENT'S SIGNATURE & TITLE

\_\_\_\_\_  
FIRM'S NAME (TYPE OR PRINT)

\_\_\_\_\_  
FIRM'S ADDRESS

\_\_\_\_\_  
FIRM'S PHONE NO./FAX NO.

**See Next Page →**

**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:** \_\_\_\_\_

1. Respondent must return pages P-1 through P-4. Any and all Addenda which are issued by the San Antonio Water System with appropriate signatures which acknowledges receipt shall be attached to and made part of this Price Proposal.
2. The Work included in this Price Proposal shall be Substantially Complete, as defined in the General Conditions, in **30 calendar days**; Final Completion in **45 calendar days**.

*Any and all addenda which acknowledged receipt shall be attached to and made part of this price 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 price amount. Said bond or check is to be returned to the respondent unless the proposal is accepted and the respondent 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 respondent to execute the contract. The San Antonio Water System reserves the right to reject any and all proposals.

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 unit 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 respondent's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin and that the respondent will affirmatively cooperate in the implementation of these policies and practices.

Signed:

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_

\_\_\_\_\_  
Address

Please return respondent's check to:

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_

\_\_\_\_\_  
Address

## **SAWS Subcontractor Payment Compliance**

SAWS has acquired the B2GNow subcontractor payment information application, a web-based reporting system to track subcontractor payment compliance for prime contractors and consultants. This system is scheduled to be in full use by April 1, 2011. Therefore, contractors and consultants are advised that the use of this system will be a requirement for this project. Listed below are the reporting requirements and link to the B2GNow portal on SAWS' web site:

### **Web Submittal of Subcontractor Payment Reports**

Each prime contractor/consultant will be contractually-required to electronically submit monthly subcontractor payment information reports, utilizing the B2Gnow, beginning with the first SAWS payment for services under the contract, and with every payment thereafter (for the duration of the agreement).

Electronic submittal of monthly subcontractor payment information will be accessed through a link on SAWS' "Business Center" web page. Each contractor and subcontractor will be provided a unique log-in credential and password to access the SAWS subcontractor payment reporting system.

Training on the use of the system will be provided by SAWS and B2Gnow telephone support. Electronic submittals will require data entry of the amount paid to each subcontractor listed on the prime's Good Faith Effort Plan after the prime receives payment from SAWS.

Additional information on the B2GNow system can be found at the following website:

<http://www.b2gnow.com/>