



**2016 PIPELINES WATER AND SEWER CONSTRUCTION PACKAGE II**

**Solicitation Number: #CO-00083**

**SAWS Water Job No.: 16-5001**

**SAWS Sewer Job No.: 16-5501**

**ADDENDUM 1**

**October 4, 2016**

To Respondent of Record:

This addendum, applicable to work referenced above, is an amendment to the proposal and plans and specifications and as such will be a part of and included in the Contract Documents. Acknowledge receipt of this addendum by entering the Addendum number and issue date on the space provided in submitted copies of the proposal.

**MODIFICATIONS**

1. Invitation to Bidders – Remove the entirety of the “Invitation to Bidders” sheet IV-1, and replace with the attached “Invitation to Bidders” sheet IV-1.
2. Instructions to Bidders – In paragraph 5(d) on sheet IB-2, replace “SMWB Program Manager, Marisol V. Robles, at 210-233-3420” with “SMWB Specialist, Susan Rodriguez, at 210-233-2950, [susan.rodriguez@saws.org](mailto:susan.rodriguez@saws.org).”
3. Statement of Bidder’s Experience – Remove the entirety of the “Statement of Bidder’s Experience” sheet BE, and replace with the attached “Statement of Bidder’s Experience” sheet BE.
4. Special Conditions - Remove the entirety of the Section entitled “CONSENT DECREE NOTICE PROVISION” on sheets SC-1 to SC-2 from the Contract Documents.
5. Supplemental Conditions – Remove the entirety of the “Supplemental Conditions” sheets SS-1 to SS-3, and replace with the attached “Supplemental Conditions” sheets SS-1 to SS-3.
6. Workers’ Compensation Insurance Coverage Exhibit “A” – Delete the entirety of the Section entitled “Workers’ Compensation Insurance Coverage Exhibit “A”” sheets WA-1 to WA-3.

**RESPONSES TO QUESTIONS**

1. In Reference to the proposed Bid times posted; Will SAWS consider changing the bid opening time to the following, which is congruent to past bid solicitations?

October 11, 2016      Pkg I 10:00am  
   Pkg II 11:00am  
   Pkg III 2:00 pm

This should be to SAWS benefit when considering compliant respondents at the most competitive bid; as a contractor may only have the resources to fulfill a single contract. Bidding two packages simultaneously prevents him from bidding as he may get both contracts. As well, 15 minute intervals between will not allow time to make any adjustments. The bid opening itself will take 10 minutes. I believe by remaining congruent with past Bid openings for similar type contracts will allow SAWS the best bid results possible.

*Answer: The bid opening time has been modified in the Invitation to Bidders section as part of this Addendum.*

2. The 12 general locations provided by SAWS showing the 2017 street maintenance projects is very helpful. Will SAWS provide similar information for proposed Alley Work? Any general locations and information would be helpful.

*Answer: Possible alley locations for assigned Work Orders have not been identified to date, but are anticipated to be included in the Work Order assignments.*

3. On the water bid items 126w, 127w & 69w (leak repairs). Is it SAWS intention to only utilize these items if a contractor is working or a work order is in close proximity to a water leak? In other words is it SAWS intention to disperse a work order just to repair a water leak? SAWS already has service and leak repair packages in effect for this scope of work.

*Answer: For Package II, this question relates to bid items 123w, 124w, and 69wa. Leak repairs would be anticipated to be in close proximity to areas where work is already taking place and leaks are discovered in existing water mains during the execution of proposed water and sewer work.*

4. On page GC17, 4.8 **Suspension of work by Owner.** This paragraph allows the owner to suspend work for up to 10 cumulative days with no contract time extension or compensation allowable to the contractor, at SAWS discretion. Will this condition apply only to the overall contract or per Work Order? If per Work Order and there are 10 Work Orders given over the contract time, that would allow SAWS to stop work for 100 days, correct?

*Answer: As described in General Conditions, Section 4.8 – SUSPENSION OF WORK BY OWNER, the 10 cumulative days applies to the “entire Contract Time.”*

5. The specifications for packages I, II and III were prepared by different engineers. Is the language identical in all three packages?

*Answer: Each Package may have differing language, bid items, etc.*

6. What is the anticipated award date? What is the anticipated Notice to Proceed date? I am trying to establish if any work will be started in 2016?

*Answer: It is anticipated that this Contract will go to the November 2016 SAWS Board for approval, with Work Order assignments anticipated to begin in early 2017.*

7. In the Statement of Bidders Experience Requirements it specifies a contractor must have completed a 24” sewer main and a 24” water main in the last 5 years. On page SC-7 Special Conditions it contradicts this qualification requirement stating within the last 10 years the contractor must have installed at least 1000LF of sewer main with a minimum of 8 inch pipe and a maximum of 24” size. These are conflicting statements, which supersedes the other? The Special Condition 10 year time frame is congruent to similar bid packages SAWS has solicited in the recent past regarding qualification requirements. I have constructed 42 inch, 48 inch and 54 inch sewer lines for SAWS, but not in the last 5 years. I have been the low bidder on seven of the bid packages previously in which all of them had bid items for 24” sewer included. None of them had the 5 year specification qualification requirement. Please let us know if the Special conditions supersedes the Statement to Bidders requirement?

*Answer: The Statement of Bidder’s Experience has been modified as part of this Addendum.*

8. If a work order is given for Alley work and the project is 3 blocks long, will all work included in this Work Order be paid for under the appropriate Alley work bid items only?

*Answer: Work for alignments that run within alleys will be paid under the appropriate alley bid items. This includes where work running along alleys crosses intersections with streets.*

9. Are all three of these contracts actually going to bid within 15 minutes? Atlas does not need all three contracts, however, we definitely want one or two of them. If there is no time to adjust our proposals, we could easily win all three, and just as easily lose all three contracts. We always adjust our proposals lower, to ensure a winning bid, so it is to SAWS advantage to allow at least an hour or two for adjustments.

*Answer: The bid opening time has been modified in the Invitation to Bidders section as part of this Addendum.*

10. There are two items for the Bypass Pumping described as 864-S1 one is Bypass Pumping- pump and Haul Bypass Pumping System and one for Bypass Pumping - Stationary Bypass pumping system. Can we get a more defined explanation on these two items, please?

*Answer: Please refer to the Specification Section 864-S1 for descriptions of Bypass Pumping and Pump and Haul operations and requirements. Contractor will recommend either a Bypass Pumping operation or a Pump and Haul operation for each work order to SAWS in their Bypass Pumping submittal, SAWS/Engineer will review the proposed methods for approval.*

11. Regarding Bypass Pumping Bid Items, Can this item be bid by duration to base the length of bypass? Bid item is too broad.

*Answer: Please base bid per the specification/bid items, this item has not been modified.*

12. Is there anyway these can be put on excel? It would be so much easier and faster. Just wondering if SAWS would send them or do we have to recompose the proposal? I was hoping there would be an easy way to do it.

*Answer: We cannot convert the current Bid Proposal into Excel at this time. SAWS, however, is looking at possibly doing this for future solicitations.*

13. Contractors in attendance at the non-mandatory pre-bid conference:

1. BRL NDT Services
2. Atlas Construction
3. AJAQ Plumbing
4. SAC, Ltd.
5. Pronto Sandblasting



Dale P. Murphy, P.E.  
K Friese + Associates, Inc.



**ACKNOWLEDGEMENT BY RESPONDENT**

Each Respondent shall acknowledge receipt of this Addendum No. 1 by noting such and signing the Price Proposal.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Respondent

**END OF ADDENDUM**

## INVITATION TO BIDDERS

Solicitation No. CO-00083

Sealed bids are requested by the San Antonio Water System for the replacement, installation and/or adjustment of 6-inch through 24-inch diameter water mains and 8-inch through 24-inch sewer mains by open cut construction method for the 2016 Pipelines Water and Sewer Construction Package II, SAWS Water Job No. 16-5001 and SAWS Sewer Job No. 16-5501.

To view additional project information, as well as obtain the plans and specifications for this project, visit our website located at [www.saws.org](http://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 210-233-3894.

For questions regarding this solicitation, technical questions or additional information, please contact Rosalee Arcos, Contract Administrator, in writing via email to: [Rosalee.Arcos@saws.org](mailto:Rosalee.Arcos@saws.org) or by fax to (210) 233-4493 until **4:00 PM (CT) on October 3, 2016**. Answers to the questions will be posted to the web site by **4:00 PM (CT) on October 4, 2016** as a separate document or included as part of an addendum.

A **non-mandatory** pre-bid meeting will be held at **10:00 AM (CT) on October 3, 2016** at the San Antonio Water System's Customer Service Building, 1<sup>st</sup> floor, Conference Room 145, 2800 U.S. Hwy 281 North, San Antonio, Texas.

Sealed bids will be received by the Contract Administration Division, 2800 U.S. Hwy 281 North, Customer Center Building, Suite 171, San Antonio, Texas 78212, until **10:00 AM (CT), October 11, 2016**. Bids will then be publicly opened and read aloud by Contract Administration, in **CR-C169**, Customer Center Building, 2800 U.S. Hwy 281 North, San Antonio, Texas. **Note:** SAWS security policy requires all visitors to check in at the guard station prior to proceeding to suite 171. Therefore, allow sufficient time to ensure that your firm's bid is submitted prior to the deadline. Each bid must be accompanied by a cashier's check, certified check, or bid bond in an amount not less than five percent of the total bid price

**Statement of Bidder’s Experience**

**BIDDER’S EXPERIENCE**

In order to make a responsive Bid, the Bidder (Prime Contractor) must provide evidence of being a responsible bidder by providing a minimum of three successfully *completed* water and sewer projects within the last ten years. *If completion of those projects included the assistance of sub contractors, prime must submit the names of the sub contractors used on those projects and specify if those same subs will be used on this contract.* A successfully completed project is considered as a project that did not involve the contractor defaulting on the contract, was completed within the contract time and incurred zero (0) owner claims. The Bidder is also to submit the sub contractors experience if they will be part of the crews doing the work for the Prime Contractor. Contractors should reference water and sewer projects that included new construction or replacement of a minimum of 1,000 linear feet of sanitary sewer mains (open cut method) with a minimum size of 8-inch sewer main up to and including twenty-four (24) inch sewer main; and a minimum of 1,000 feet of water mains with eight (8) inches up to and including twenty-four (24) inch water main. One of the successfully completed projects for water and one successfully completed sewer project must include a main with a diameter between 12 and 24 inches.

Data given must be clear and comprehensive. Include specific project name, facility owner and telephone number, total length of installed water/sanitary sewer lines, and total contract amount, as presented below. San Antonio Water System in determining the responsible bidder will approve the Bid based on low cost and on Bidder’s demonstrated experience and ability to perform the work.

Project Name	Facility Owner (tel. #)	Length and Size of Mains Installed	Construction Completion Date	Contract Amount
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The signed Bidder Experience Form and any required supplemental information must be submitted with this Proposal for the Bidder to be considered. Owner reserves the right to request additional information.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Supplemental Condition

For applicable contracts entered into after January 1, 2016, a new ethics law was enacted by H.B. 1295 in 2015 that prohibits a governmental entity from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties Form 1295. The Texas Ethics Commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.

Please go to the Texas Ethics Commission website. Please view the two videos for Business Entities for further clarification.

[https://ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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### Article VII. – Contract Payments

Section 7.1 Internet-Based Project Management System: of the General Conditions shall be amended as follows:

**Progress payments** - Payment for materials on hand is not applicable for this contract, therefore any reference to materials stored on the project site, and/or within off-site storage facilities either owned or leased by the contractor shall not be applicable.

The remaining sections of Article VII shall remain the same.

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### Article VIII. - Contract Completion Time

Section 8.1 Commencement of Work: of the General Conditions shall be amended as follows:

Add the following to the end of the paragraph:

A project pre construction meeting will be held for each work order that is issued. **Commencement of work on a work order prior to a project pre construction meeting will not be allowed.**

Section 8.6 Liquidated Damages for Failure to Complete on Time: of the General Conditions shall be amended as follows:

Add the following to the end of the paragraph:

This contract will offer a 30-day grace period to the Contractor after the expiration of the agreed to completion date specified per work order. This 30-day grace per is intended for the contractor to complete any pending work and includes administrative items pending. No liquidated damages will be charged during this grace period. After the 30-day grace period has expired liquidated damages will be assessed as follows:

Liquidated Damages Charges		
Category	Duration (days)	Charge (\$) per day
Tier 1	7	\$ 460.00
Tier 2	14	\$ 540.00
Tier 3	21	\$ 600.00
Tier 4	28	\$ 640.00
Tier 5	35	\$ 670.00
Tier 6	42	\$ 690.00

Any days tallied after tier 6 has been achieved, LD's will be assessed at the highest rate.

The remaining sections of Article VIII shall remain the same.

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#### **Article IV- Contract Administration**

Section 4.4 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.

The remaining sections of Article IV shall remain the same.

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**Article V- Contract Responsibilities**

Remove Section 5.7.1.1.8 in its entirety and replace with the following:

“Installation Floater - Physical Damage Insurance which insures SAWS and the City for damages to all Property Purchased for, or Assigned to, the Project commencing on the start date through completion. Policy limits shall be in an amount equal to the total contract cost contracted herewith. The policy form shall be an All Risk form and shall include coverage for both during transit and while stored at the work site.”

The remaining sections of Article V shall remain the same.

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