



SAN ANTONIO WATER SYSTEM
Addendum No. 3
To
Construction Documents
For
2016 PIPELINES WATER & SEWER CONSTRUCTION PACKAGE III
SAWS WATER JOB NO. 16-5011
SAWS SEWER JOB NO. 16-5511
Solicitation # CO-00085

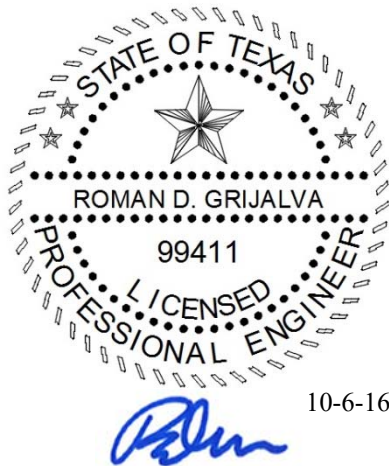
To Bidder of Record:

This addendum, applicable to the work designed above, is an amendment to the bidding documents and as such shall be a part of and included in the Contract. The original contract documents and any prior addenda remain in full force except as modified by the following that shall take precedence of any contrary provisions in prior documents.

1. BIDDING AND CONTRACT DOCUMENTS CHANGES:

- A. Supplemental Conditions – Addendum No.2 did not include the revised Supplemental Conditions attachment. Attached are the revised Supplemental Conditions.

Each bidder is requested to acknowledge receipt of this Addendum No. 3 by his/her signature affixed hereto and to file same as an attachment to his/her bid.



Roman D. Grijalva, P.E.
Project Manager
BGE, Inc.
TBPE Registration No. F-1046

The Undersigned acknowledges receipt of this Addendum No. 3 and the bid submitted herewith is in accordance with the information and stipulation set forth.

_____ Date

_____ Signature of Bidder

END OF ADDENDUM

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

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.

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.

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.

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.
