Addendum No. 1 E-20 Bypass Bore Construction SAWS Project No. 16-4507 Solicitation No. CO-00077

SAN ANTONIO WATER SYSTEM E-20 BYPASS BORE CONSTRUCTION SAWS PROJECT NO. 16-4507 SOLICITATION NO. CO-00077 ADDENDUM NO. 1

March 16, 2017

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

The purpose of this addendum is to issue a revision to the Contract Documents, plans and specifications for E-20 Bypass Bore Construction (SAWS Job No. 16-4507).

2.0 Modifications to CONTRACT DOCUMENTS

- a. SPECIAL CONDITIONS DELETE the Special Conditions in its entirety and REPLACE with the Special Conditions provided in Addendum No. 1.
- b. CONTRACTOR'S BID PACKET CHECKLIST DELETE the Contractor's Bid Packet Checklist in its entirety and REPLACE with the Contractor's Bid Packet Checklist provided in Addendum No. 1.

3.0 Modifications to PLANS FOR CONSTRUCTION

- a. Sheet G2 General Notes ADD General Note 32 to read as follows:
 - "32. Contractor shall comply with City of San Antonio ROW permit requirements regarding signage and advance notification. All signage required shall be subsidiary to Item 530 Barricades, Signs, and Traffic Handling."

4.0 Questions and Answers

- Q1: On the Contractor's Bid Packet Checklist it states that a Baseline Schedule in Microsoft Project Format is to be submitted by the Apparent Lowest Bidder (see Instructions to Bidders, Page IB-7,#24). However, when I go to the page referenced there is no mention of submitting a schedule in Microsoft Project Format. Is this something that is required by the Apparent Lowest Bidder or was it placed on the Checklist by mistake?
- Response: Please reference the revised Contractor's Bid Packet Checklist included as part of this addendum.

- Q2: What is the Contract time for this project? Clarification: What are the contract days allowed for this contract?
- Response: Please reference the Proposal Certification (page 19 of 134) for the contract time.
- Q3: What are the liquidated damages?
- Response: Please reference the Supplemental Conditions page SS-1 (page 117 of 134) for the liquidated damages.
- Q4: Is SAWS getting the Railroad and COSA permits for this project?
- Response: The railroad crossing agreement has been obtained by SAWS. Additional requirements have been added to the Special Conditions to comply with requirements of the railroad crossing agreement. Please reference the revised Special Conditions included as part of this addendum.

SAWS has obtained the Floodplain Development Permit and the Tree Permit from the City of San Antonio. The selected contractor will be required to obtain the Right-Of-Way Permit from the City of San Antonio.

- Q5: What type of protection is required for the bore pit? Concrete barriers, water barriers, etc.?
- Response: Refer to Sheet C1 as well as Contractor Staging Note 2 on Sheet SS1. Reference General Note 17 on Sheet G2 of the Plans for requirements when working adjacent to the trail.
- Q6: When is SAWS wanting to start this project?

Response: Construction will begin after board approval which is anticipated for May.

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Signature

Kimley-Horn and Associates, Inc. **Texas Registered Engineering Firm F-928** 601 NW Loop 410, Ste. 350 San Antonio, TX 78216

Appended hereto and part of Addendum No. 1

- 1. CONTRACT DOCUMENTS Contractor's Bid Packet Checklist
- 2. CONTRACT DOCUMENTS Special Conditions

END OF ADDENDUM NO. 1

CONTRACTOR'S BID PACKET CHECKLIST: E-20 Bypass Bore Construction Project SAWS Job No. 16-4507 SAWS Solicitation No. CO-00077

Items to be included for Submittal with Bid:

- O Bid proposal and Acknowledgement of All Addendums
- O Proposal Certification; page PC-1
- O Bid Bond/Cashier's Check
- O Statement on President's Executive Orders Page IB 6 or 7
- O Good Faith Effort Plan
- O Conflict of Interest Questionnaire Form CIQ (*Rev. 11/30/2015*)
- O Proof of Insurability (Letter from Insurer or Sample Certificate of Insurance)

Items to be submitted by Apparent Low Bidder (see Instructions to Bidders, Page IB-7, #24):

- O Company Information Packet
- O Statement regarding ability to complete the project
- O Record of Performance/Similar Projects
- O Baseline Schedule in Microsoft Project Format (Reference Supplemental Conditions page 117 of 134)
- O W-9

Special Conditions Insertions

SC1. Geotechnical Report has been developed for SAWS on this project and has been made available for Contractors for informational purposes only. SAWS will require the execution of a SAWS disclaimer form by the Contractor as a condition of and prior to the release of the report. To complete the disclaimer form and obtain the report, please go to the solicitation on the SAWS website and select "Geotechnical Report" which will then take you to the Disclaimer Form. Enter your first and last name at the bottom of the screen and then check off the box to accept the conditions of the disclaimer, then select Submit.

SC2. The Contractor agrees to cooperate and coordinate its work with the work conducted by other contractor(s) within the project area so that this project can be completed in an orderly and coordinated manner, reasonably free of significant disruption to any party. Without limitation of the foregoing, Contractor understands and agrees that access areas to the project site may be utilized by other contractor(s). All parties shall be solely required and obligated to coordinate and cooperate with each other to accomplish the scope of work required by their respective contracts, meaning SAWS shall have no duty to administer, perform or supervise the coordination for the use of the project site by all contractors. The Contractor agrees that any delay or hindrance caused by or contributed to by failure to cooperate and/or coordinate among all parties will be governed by this Section and Section 6.7.1 of the General Conditions.

SC3. The Contractor shall be aware that portions of the work being performed are within the Union Pacific Railroad's ('the Railroad') right-of-way (ROW). The Contractor must submit a written scheduling request to the Railroad's Company's Manager of Track Maintenance, Manager of Signal Maintenances and the Telecommunications ("Call Before You Dig") number of 1-800 336-9193 at least 10 days in advance of the date you plan on entering the right of way for further instructions and approval to commence construction.

Paul B. Johns Manager Track Maintenance 1711 Quintana Rd. San Antonio, TX 78211 Work Phone: (210) 200-3621 Cell Phone: (210) 889-5480

Rolando Vasquez Manager of Signal Maintenance 5111 Gibbs Sprawl Rd. San Antonio, TX 78219 Work Phone: (210) 200-3926 Cell Phone: (210) 216-1699

The Railroad may provide, at the Contractor's expense, an inspector and flagman to oversee the work within the railroad ROW. No payment shall be made for the efforts expended by the Contractor with the Railroad. The Contractor is responsible for meeting all requirements of the Railroad. The costs for services described herewith shall not be paid separately, but shall be included in the relevant bid items established in the bid proposal. The Contractor shall at all times abide by the conditions outlined in the Pipeline Crossing Agreement between SAWS and the Railroad. SAWS will furnish a copy of the Pipeline Crossing Agreement to the Contractor upon execution or at the pre-construction meeting, whichever comes first.

SAWS will pay for the License Fee, as well as obtain the License from the Railroad.

At all times during construction, installation and repair or removal of a pipeline or wire line; the Contractor must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of the Railroad as named insured, with a limit of not less than \$2,000,000.00 per occurrence and an aggregate of \$4,000,000.00. A binder stating that the policy is in place must be submitted to the Railroad, as well as the SAWS' Risk Manager before the work may be commenced and until the original policy is forwarded to the Railroad.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement.

SC4. The CONTRACTOR shall, to the extent allowed by law, list a landowner or other person or entity with an insurable interest as an additional insured on the Commercial General Liability (CGL) and Commercial/Business Automobile Liability (AL) policy(s) of insurance that CONTRACTOR is required to maintain under this Contract. Landowner shall be added as an additional insured if indicated in the landowner's easement agreement and upon request as needed.