



2018 Open Cut Sanitary Sewer Package
Solicitation Number: CO-00223
SAWS Job No.: 17-4562

ADDENDUM 1
October 19, 2018

To Bidder of Record:

This addendum, applicable to work referenced above, is an amendment to the bid proposal, 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 bid proposal.

CHANGES TO THE SPECIFICATIONS

1. Remove the Bid Packet Checklist, page BC only, and replace with the revised copy, attached to this addendum. This is the version the Bidders should use when submitting a bid for this project.
2. **Insert the following Supplemental Conditions:**

ARTICLE IV- CONTRACT ADMINISTRATION

Remove Section 4.6.2.1 in its entirety and replace with the following:

TERMINATION FOR CONVENIENCE - The right to terminate this Contract for the convenience of Owner (including, but not limited to, non-appropriation of funding) expressly is retained by Owner. In the event of a termination for convenience by Owner, Owner shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Owner, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the Project site or away from the Project site, as approved in writing by Owner, but not yet paid for and which cannot be returned; and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Owner in connection with the Work in place which is completed as of the date of termination by Owner and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Work not performed or for consequential damages of any kind or unabsorbed overhead, opportunity costs or other damages as a result of a termination for convenience under this section. In addition, any amount payable to the Contractor pursuant to this section shall be reduced in the amount of (1) any claim Owner may have against the Contractor under this Contract, and (2) the fair value, as determined by Owner, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to Owner, excluding normal spoilage and except to the extent that Owner shall have otherwise expressly assumed the risk of loss with respect to such property hereunder.

Remove Section 4.9.2 of the general conditions and replace with the following:

The Contractor shall not, except upon procuring written consent from proper private parties, enter or occupy with men, tools, materials, or equipment, any privately owned land except for those on easements or rights of entry provided herein by SAWS. Contractor must submit a copy of the written consent from the land owner to SAWS.

The remaining sections of Article IV shall remain the same.

ARTICLE VI – CONTRACT CHANGES

6.4 Delete section 6.4 in its entirety.

6.6 Delete section 6.6 in its entirety.

The remaining sections of Article VI shall remain the same.

3. Revision to SAWS Standard Specification Item No. 854 Sanitary Sewer Laterals

854.6 PAYMENT: DELETE this section in its entirety and **REPLACE** with the following:

Sanitary sewer laterals shall be paid for at the contract bid price per linear foot complete in place for the type, and size constructed. Price shall be full compensation for furnishing all materials, including pipe, pipe fittings (to include wyes, tees, bends), concrete encasement at connection to flexible coupling, pumping, bedding, trenching or boring, trench protection, backfilling, tamping, cutting pavement and surface structures of whatever type encountered and replacement with whatever type specified and other incidentals required to complete the work. Removal and replacement of concrete driveways, as called out on the plans, is the only item that will be paid for separately.

When the minimum separation distances for any water and sewer piping facilities cannot be maintained per 30 TAC §217.53, contractor shall install SDR-26 PVC pipe (150 psi pressure rated). No additional payment for this higher pressure rated pipe.

Payment for the installation of the two-way cleanout shall be paid per each under the applicable line item and shall include both a heavy-duty cast iron cap and a water-tight threaded PVC cap secured to the PVC riser located beneath the cast iron cap. Only one-way cleanouts are required on the termination point of a dead-end main.

All other language in this specification 854 remains in full force.

CLARIFICATIONS

- 1. “Worksite 6” – Bypass pumping of the existing 84-inch FRP line is not expected to be necessary for the tie-in at the intersection of Sterling St. and Brooksdale Dr. Additionally, the existing 60-inch FRP riser, where the tie-in is taking place, will not require Leakage or Holiday Testing to be performed.

RESPONSES TO QUESTIONS

- 1. Question: When is the anticipated Award date?
Answer: *The anticipated award for this project is December 2018.*
- 2. Question: When is the anticipated Notice to Proceed date?
Answer: *The anticipated Notice to Proceed is expected in January 2019.*
- 3. Question: If the proposed sewer lateral crosses the existing curb and sidewalks, will their replacement or repair be paid for under the appropriate concrete bid items?
Answer: *The replacement of existing curb and sidewalk related to the installation of sewer laterals will not be paid for separately and should be considered incidental to Item 854-Sanitary Sewer Laterals.*

4. Question: If the proposed sewer lateral is located under the concrete driveway and needs to be replaced in its entirety, will this be paid for under appropriate concrete bid items?

Answer: *Removal and installation of concrete driveways related to the installation of sewer laterals shall be paid for under Item 103-Remove Sidewalks and Driveways and Item 503-Portland Cement Concrete Driveway. "Worksite 2" is the only Worksite with anticipated concrete driveway removal and replacement. Payment for driveway removal and replacement is the only restoration item paid for separately from Item 854-Sanitary Sewer Laterals and Item 3300-Sanitary Sewer Private Laterals.*

5. Question: Please clarify the purpose of the "Right-of-Entry" agreements in the back of the specification book?

Answer: *SAWS obtained Right-of-Entry (ROE) with right to construct for several properties on "Worksite #1" and "Worksite #4". The purpose of the ROE with right to construct for "Worksite 1" is to provide the Contractor with additional work space in some areas, as the existing easement is narrow. For "Worksite 4", the ROE with right to construct allows the contractor access to the existing sewer main which is to be abandoned as well as provide the contractor access to perform lateral work on private property. SAWS has not obtained ROE with right to construct for any other properties in the package. The Contractor is responsible for obtaining remaining ROE required for lateral work on private property on "Worksite #2".*

A. Will these addresses require sewer services to be installed?

Answer: *"Worksite #2" and "Worksite #4" are the only Worksites where work on private property will take place. Lateral work for all other sites terminates at the ROW line or easement line, as shown in the construction documents.*

B. If yes, will SAWS furnish more information concerning the main (depth, pipe size, physical location in the street) that the services will need to be connected to?

Answer: *Lateral locations for "Worksite #2" and "Worksite #4" are not known. Please refer to notes on Sheet 14 and Sheet 19 of the construction documents for requirements.*

C. How will this connection be paid for?

Answer: *Lateral installation in public ROW and easements will be paid for under Item 854-Sanitary Sewer Laterals and work on private property will be paid for under Item 3300 – Sanitary Sewer Private Laterals and there is no separate payment for the connection.*

D. Will a ditch patch of 10" type B and 2" type D be all that is required after work is complete on Fresno Street?

Answer: *No impacts to Fresno Street are anticipated as it is outside the project limits.*

6. Question: Please identify which "Right-of-Entry" agreement SAWS has obtained on "Worksite 1" and "Worksite 4" and all others as referred in the Special Condition page SC-2?

Answer: *"Worksite 1" – ROE agreements for 1829 Fresno, 1803 Fresno, 1739 Fresno, 1703 Fresno, 1811 Fresno, 1815 Fresno, 1727 Fresno, 1715 Fresno, and 1731 Fresno have been obtained.*

"Worksite 4" – ROE agreements for 338 Wake Forrest Dr and 334 Wake Forrest Dr have been obtained. Any additional right-of-entry agreements required for this "Worksite" will be the responsibility of the contractor.

7. Question: Have any "Right-of-Entry" agreements been obtained on "Worksite 2"? If yes, please identify Which one.

Answer: *No ROE agreements have been obtained for "Worksite 2". It is the responsibility of the Contractor to obtain necessary ROE agreements to perform the work specified for "Worksite #2".*

8. Question: Will the Owner/Engineer please confirm the budget for this project?

Answer: *The Engineer's Opinion of Probable Construction Cost is \$ 1,400,408.00*

9. Question: Will the Owner/Engineer please provide any previous itemized bid tabulations for projects of similar scope?

Answer: *Previous bid tabs are available on the SAWS website at the following location https://www.saws.org/business_center/ContractSol/bidtabs.cfm*

10. Question: Will the Owner/Engineer please provide the anticipated NTP date for this project?

Answer: *See response to Question # 2.*

11. Question: Will the Owner/Engineer please confirm if there are any prevailing wage requirements for this job?

Answer: *Yes, please review the contract documents for this project.*

END OF ADDENDUM 1

This Addendum, including these four (4) pages, is five (5) pages with attachments in its entirety.

Attachments: Bid Packet Checklist



10/18/2018

Chris Boentges, P.E.
K Friese + Associates, Inc. (TBPE F-6535)

BID PACKET CHECKLIST
2018 Open cut Sanitary Sewer Package
SAWS Job No. 17-4562
SAWS Solicitation No. CO-00223-SM

This checklist is a required document that must be utilized and submitted with the Bid Packet. The Bid Packet should include the following items:

- Bid Packet Checklist
- Signed Bid Proposal and Acknowledgement of All Addendums
- Signed Proposal Certification
- Bid Bond/Cashier's Check
- Statement on President's Executive Orders – Page IB – 7
- Completed Good Faith Effort Plan
- Conflict of Interest Questionnaire - Form CIQ (*Rev. 11/30/2015*)
- Proof of Insurability (Letter from Insurer or Sample Certificate of Insurance)
- Company Information Packet
- Statement regarding ability to complete the project
- W-9
- Statement of Bidder's Experience