



**2020 SMP Package VII
Royston Ave (Jennings Ave to Nogalitos St)
Solicitation Number: CO-00302
Job No.: 19-5013 & 19-5512**

**ADDENDUM I
September 26, 2019**

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. Number of calendar days has been changed from 220 days to 270 days on the following pages of contract documents. Please see updated documents attached to this Addendum No.1.
 - Bid Proposal (page 17)
 - Proposal Certification (page 20)
 - Contract Agreement (page 103)
 - Special Conditions Insertions (page 137)

CHANGES TO THE PLANS

1. No changes to plans will result by this addendum

RESPONSES TO QUESTIONS

1. **Question: When is the anticipated award date?**
Response: The contract is anticipated to go to the November 2019 Board and NTP is anticipated in December 2019.
2. **Question: In our opinion 220 days is not enough time for the amount of proposed work in this package. Will SAWS increase the calendar days to 330 days?**
Response: The calendar days are increased from 220 to 270 days. See Changes to Specifications above.
3. **Question: Is there any flow information available for the existing sewer mains? Is there a suggested bypass plan available?**
Response: The flow information is not available however, flow through existing sewer main is not normally full. For purposes of this contract, however, the contractor shall provide a system capable of bypassing full flow conditions. There is no suggested bypass plan available. Contractor shall produce and submit the bypass plan as a submittal for approval prior to beginning any work.
4. **Question: Will SAWS add a pay item for the temporary ATB required on all ditches on this project?**
Response: Temporary ATB required for the water and sewer trenches will be subsidiary to items 818, 848, 824 and 854.

5. **Question: Is the purpose of the concrete bid items on the sewer bid items to pay for the sewer lateral crossings?**
Response: The concrete bid items COSA 500.1, COSA 502.1 are to replace the concrete curbs, driveways and sidewalks where the sewer laterals cross.

6. **Question: Is the purpose of the concrete bid items on the water bid items to pay for the water service crossings?**
Response: The concrete bid items COSA 500.1, COSA 502.1 are to replace the concrete curb, driveways and sidewalks where the water services cross.

7. **Question: Will the contractor be reimbursed for the daily ROW fees?**
Response: No.

8. **Question: Will the contractor be reimbursed for all successful density test?**
Response: No.

9. **Question: As per the contract documents, this project is to be completed within 220 calendar days. We feel that these are not sufficient days to complete, since there are bypasses for the sewerline to be installed, the quantities for both the waterline and sewerline are approximately 8500 LF total. There are various existing utilities and it has a limited ROW access. We feel that we need an additional 2 months to complete minimum...**
Response: See response to question 2

END OF ADDENDUM

This Addendum is six (6) page(s) in its entirety.



Michael Pieprzica

Michael Pieprzica
Unitech Consulting Engineers, Inc

BID PROPOSAL

PROPOSAL OF _____, a corporation

a partnership consisting of

an individual doing business as

THE SAN ANTONIO WATER SYSTEM:

Pursuant to Instructions and Invitation to Bidders, the undersigned proposes to furnish all labor and materials as specified and perform the work required for the project as specified, in accordance with the Plans and Specifications for the following prices to wit:

(PLEASE SEE ATTACHED PDF LIST OF BID ITEMS)

BIDDER'S SIGNATURE & TITLE

FIRM'S NAME (TYPE OR PRINT)

FIRM'S ADDRESS

FIRM'S PHONE NO. /FAX NO.

FIRM'S EMAIL ADDRESS

The Contractor herein acknowledges receipt of the following:
Addendum Nos. _____

OWNER RESERVES THE RIGHT TO ACCEPT THE OVERALL MOST RESPONSIBLE BID.

The bidder offers to construct the Project in accordance with the Contract Documents for the contract price, and to complete the Project within **270** calendar days after the start date as set forth in the Authorization to Proceed. **The bidder understands and accepts the provisions of the contract Documents relating to liquidated damages of the project if not completed on time.**

Complete the additional requirements of the Bid Proposal which are included on the following pages.

PROPOSAL CERTIFICATION

Accompanying this proposal is a Bid Bond or Certified or Cashier's Check payable to the Order of the San Antonio Water System for _____ dollars (\$_____), which amount represents five percent (5%) of the total bid price. Said bond or check is to be returned to the bidder unless the proposal is accepted, and the bidder 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 bidder to execute the contract. The San Antonio Water System reserves the right to reject any and all bids.

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 work called for in this Contract shall commence on the date indicated in the SAWS written Authorization to Proceed Under no circumstances shall the work commence prior to the date provided for in the SAWS issued, written Authorization to Proceed. Work shall be completed in full within **270** consecutive calendar days.

The undersigned further acknowledges compliance with "Wage and Labor Standard Provisions" of this contract and the use of the Blue Book rental rates for establishment of equipment rental rates whether owned or leased during the course of this Contract.

In completing the work contained in this proposal the undersigned certifies that bidder's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin and that the bidder will affirmatively cooperate in the implementation of these policies and practices.

Signed: _____
Company Representative

Company Name

Address

Please return bidder's check to:

Company Name

Address

CONTRACT

«Contract_No»
«Job_No 19-5013 & 19-5512»

STATE OF TEXAS §
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement made and entered into this «Board_Date» day of «Board_Month», A.D.«Board_Year», by and between **THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES**, hereinafter called **THE SAN ANTONIO WATER SYSTEM, COUNTY OF BEXAR, STATE OF TEXAS**, Acting through its Contracting Officer, First Party, hereinafter termed the Owner, and «Company_Name», of the City of «City», County of «County», State of «State_», Second Party, hereinafter termed the Contractor.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said First Party, (Owner), the said Second Party, (Contractor), hereby agrees with the First Party to commence and complete the construction of certain improvements in the amount of «Written_Contract_Amt» Dollars «Formatted_Price», for the San Antonio Water System Job No(s). «Bid_Opening_Date», dated «Bid_Opening_Date», the same being designated as San Antonio Water System Project «2020 SMP Package VII Royston Ave (Jennings Ave to Nogalitos St) ».

The Contractor shall perform all work shown on the Plans and described Specifications and shall meet all requirements of this Agreement, The General and Special Conditions of the Agreement; and such Orders and Agreements for Extra Work as may subsequently be entered by the above named parties to this Agreement.

The Contractor shall not offer, confer, or agree to confer any benefit or gift to any San Antonio Water System employee and Water System employees are prohibited from soliciting, accepting or agreeing to accept any gifts from outside sources; please see Section M. – Gifts or Benefits of the Water System’s Code of Ethical Standards. Section M of the Water System’s Code of Ethical Standards regarding Gifts or Benefits is available on the SAWS Business Center website.

The Contractor hereby agrees to commence work under this Contract on the date indicated in the SAWS written Authorization to Proceed. Under no circumstances shall the work commence prior to the Contractor's receipt of SAWS issued, written Authorization to Proceed. Computation of Contract Time will begin on the construction start date as indicated on the written Authorization to Proceed. All work specified in these Contract Documents shall be completed within «270_Days» calendar days from the construction start date indicated on the written Authorization to Proceed.

It is agreed and understood by the Owner and the Contractor that the provisions of Chapter 252, Texas Local Government Code, and/or Chapter 2269, Texas Government Code (as amended) apply to this contract. As applicable, the terms of the aforementioned state law are incorporated herein by reference. Contractor and Owner agree that pursuant to state law, Owner authorizes its duly designated administrative officer (Contracting Officer) to negotiate change orders up to and including the amount of \$100,000.00. It is also agreed and understood that any change orders which increase the cost of the work provided under the contract in excess of 25% of the original contract price are prohibited. The cost of the work provided under the contract may be decreased over 25% of the original contract price with the consent of the Contractor.

The Owner agrees to pay the Contractor in current funds, and to make payments on account, for the performance of the work in accordance with the Contract, at the prices set forth in the Contractor's Proposal, subject to additions and deductions, all as provided in the General Conditions of the Agreement.

Special Conditions Insertions

SC 1.0 - PROJECT REQUIREMENTS

Contractor shall submit a completion report to SAWS when construction is completed. The completion report shall include but not limited to the following:

Pre and post MPEG-1 format and written to CD/DVD video and video logs.

Any test and/or submittals specified in this contract documents such as density tests, structural properties, etc. that are required.

SC 1.1 - PERFORMANCE TIME

PROJECT LOCATION – The project location is a part of 2020 SMP Pkg 7 Royston Avenue (Jennings Ave to Nogalitos St) project is identified as one section of water main and sewer main along the Royston Avenue .

- I. Final completion of project shall be achieved in **270** calendar days. Order of construction shall be reflected in project detailed baseline schedule.
- II. After substantial completion has been achieved for a project location, final completion must be completed within 20 days. The Contractor is required to provide the SAWS Inspector and the Engineer final redlines before the project locations can qualify for final completion. Substantial completion is when all water and sewer work has been completed, tested, and the water and sewer system has been accepted for service. Final completion is declared when the final punch list is approved by SAWS, all infrastructure is in the ground, and final pavement and surface restoration is completed.

SC 1.2 - SPECIFICATIONS

All work performed shall be in accordance with the Contract Documents and the current San Antonio Water System Specifications for Water and Sanitary Sewer Construction, these Special Conditions, the current Texas Department of Transportation Standard Specification for Construction of Highways, Streets, and Bridges, the current City of San Antonio Standard Specifications for Public Work Construction, City of San Antonio Utility Excavation Criterial Manual, or specifications and requirements of any other governing jurisdiction that may apply.

SC 1.3 - PAYMENT

- I. As specified in the Contract Documents unit price cost for the items bid shall include all the necessary and incidental work as subsidiary to the bid item, unless specifically called