



**MULTIPLE SEWERSHED PACKAGE 10B - CIPP**  
**Solicitation Number: CO-00297**  
**Job No.: 18-4520**

**ADDENDUM 1**  
**October 31, 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.

<b>RESPONSES TO QUESTIONS</b>
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- 1. Question:** Will the Owner/Engineer please provide the anticipated NTP date for this project?  
*Response: The NTP is anticipated to be issued 1-2 weeks following the December 10, 2019 SAWS Board approval.*
- 2. Question:** Will the Owner/Engineer please clarify allowed working hours in COSA and TxDOT ROWS, during day and night?  
*Response: Working hours are generally limited to 8:00AM to 5:00PM. Contractor shall coordinate with SAWS for working hours outside these limits. Working hours in TX DOT ROW shall be in accordance with the TX DOT permit. Contractor is advised that night work may be required in some locations. Contractor is also advised that ROE agreements have been executed and may have other restrictions.*
- 3. Question:** Will the Owner/Engineer please clarify whether the Contractor should start Project Locations AY37 and BA36 concurrently?  
*Response: Contractor may start TX DOT related work at project locations AY37 and BA36 concurrently.*
- 4. Question:** Will the Owner/Engineer please clarify whether the Contractor should obtain any CoSA permits?  
*Response: The Contractor is to obtain CoSA ROW permits. SAWS has acquired tree permits and will also procure any required Floodplain Development and TX DOT permits.*
- 5. Question:** With regards to pump and haul bypass activities, will the Owner/Engineer please clarify whether there is a specific location where tankers can discharge? Are the Contractors allowed to discharge in any nearby sewer manhole(s)?  
*Response: Pump and haul system flow shall be disposed of in a TCEQ licensed facility and all manifests shall be kept and submitted to SAWS. Disposal pump and haul flow in a nearby manhole is not acceptable.*
- 6. Question:** Will the Owner/Engineer please clarify whether dog houses should be introduced in order to avoid bypass works conflicting with CIPP /Manhole Rehabilitation works? (e.g. please refer to sheet 28 where bypass discharge manhole needs to be rehabbed)

*Response: Contractor may use a doghouse manhole at their own expense, doghouse manhole installation and site restoration for doghouse manholes are to be inclusive of the bypass pumping item (Please note the dual 6" HDPE mains at the discharge manhole on Sheet 28 are a siphon).*

7. **Question:** Will the Owner/Engineer please clarify whether air inversion and steam curing is allowed?

*Response: CIPP lining shall be heat cured using hot water. Steam curing is not allowed. Please refer to revised Special Provisions to Technical Specifications in this addendum related to SAWS standard specification item 901 "Rehabilitation by Cured-In-Place Pipe (Hot Water or Steam Cured)"*

8. **Question:** Will the Owner please confirm ROE's cover all the work areas expected to be required for the project scope of work including bypass activities?

*Response: The ROE agreements in the bid documents are based on rehabilitation segments and conceptual bypass layouts and access paths shown in the bid documents. The Contractor is responsible for preparing bypass plans for all locations that require bypass pumping. Contractor shall obtain agreements with property owners at his expense if Contractor's proposed bypass plan, access route etc. does not utilize the public ROW, SAWS easements or the ROES agreements in the contract documents.*

9. **Question:** Will the Owner/Engineer please clarify whether collar type end seals are required (e.g. Insignia by LMK)?

*Response: Collar type end seals are not a requirement.*

10. **Question:** Are there video inspections available of the pipelines? If so, please make them available to the Bidders for review.

*Response: Yes, previous sewer televising is available for Bidders. Please see clarification item 2 of this addendum below.*

11. **Question:** The Special Provisions to the Technical Specifications do not contain any revisions to the CIPP standard specification 901. Should there be special provisions to this section? Will the CIPP be required to use a hot water cure?

*Response: Please see revised Special Provisions to Technical Specifications in this addendum related to SAWS standard specification item 901 "Rehabilitation by Cured-In-Place Pipe (Hot Water or Steam Cured)." CIPP lining shall be heat cured using hot water. Steam curing is not allowed.*

12. **Question:** Special Conditions section SC-1.0-IV says Project Locations not completed within the Contractor's submitted and approved work schedule will be subject to liquidated damages. Does this mean that liquidated damages can be applied to the individual milestones for each Project Location, or will liquidated damages only apply to completion of the project as a whole? Please clarify.

*Response: Liquidated damages apply to the overall contract, not per project location.*

## CHANGES TO THE SPECIFICATIONS

1. Remove the **Special Provisions to the Technical Specifications** in its entirety and replace with the attached **Special Provisions to the Technical Specifications**.

Special Provision to "Item 901: Rehabilitation by Cured-In-Place Pipe (Hot Water or Steam Cured)" has been added.

2. Remove the **Supplemental Conditions** in its entirety and replace with the attached **Supplemental Conditions**.

Article V – Contract Responsibilities has been revised to provide further clarity.

<b>CLARIFICATIONS</b>
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1. In coordination with City of San Antonio Construction Inspection Supervisor, suggested bypass main along bridge at S. Laredo toward Stark St for Project Location BH34 will require safe passage for pedestrians. This may include set up of water barriers in the street and chain fence along the pipe on the bridge inclusive to the bypass pumping item. Contractor to confirm requirements with City of San Antonio Transportation & Capital Improvements (TCI).
2. Videos are available for download. To access the videos the Bidder must complete and submit the attached release form, a link to download the videos will be provided on receipt of this form. Please submit the completed form to Janie Powell, Contract Administrator, via email to: [Janie.Powell@saws.org](mailto:Janie.Powell@saws.org) or by fax to 210-233-5351. Note: These videos are provided for information purposes only and are not included in the bid documents. The deterioration is an ongoing process, so the condition at the time of construction may be substantially different from that shown in the videos.

<b>END OF ADDENDUM</b>
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This Addendum is twelve (12) page(s) in its entirety.

Attachments: Special Provisions to the Technical Specifications  
Supplemental Conditions  
Addendum 1 Disclaimer Form



 10/31/19

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BGE, Inc.  
TBPE Registration No. F-1046

## Special Provisions to Technical Specifications

### Item 100 – MOBILIZATION

#### 100.3 PAYMENTS

Current paragraph 100.3 PAYMENT is to be deleted and replaced with the following:

*100.3 PAYMENT: Partial payments of the “Lump Sum” bid for mobilization will be paid on a pro rate basis, based on the total number of project locations included in this Contract. For this contract the total number of project locations is 11, therefore, 9% of the Mobilization shall be eligible for payment with each project location.*

*Mobilization shall be limited to a maximum of 10% of Bid Subtotal of Bid Items 1 s - 70 s.*

### Item 101 – PREPARING RIGHT-OF-WAY

#### 101.4 PAYMENTS

Current paragraph 101.4 PAYMENT is to be deleted and replaced with the following:

*100.4 PAYMENT: Partial payments of the “Lump Sum” bid for preparing right-of-way will be paid on a pro rate basis, based on the total number of project locations included in this Contract. For this contract the total number of project locations is 11, therefore, 9% of the Preparing Right-of-Way shall be eligible for payment with each project location.*

*Preparing Right-of-Way shall be limited to a maximum of 5% of Bid Subtotal of Bid Items 1 s - 70 s.*

### TxDOT Specification Item 502 – Barricades, Signs, and Traffic Handling

#### 3.0 MEASUREMENT

Current paragraph 3.1 MEASUREMENT is to be deleted and replaced with the following:

*502.3.1 MEASUREMENT: Barricades, Signs, and Traffic Handling will be measured by each project location. There is a total of 11 project locations. Each project location will include law enforcement personnel with patrol vehicles.*

## Item 502 – Barricades, Signs, and Traffic Handling

### 4.0 PAYMENTS

502.4 Replace the content of this section in its entirety with the following:

*This item will be paid for at the contract “Per Each” of each project location price bid for “barricades, signs, and traffic handling” upon completion and removal of the traffic control devices. This price shall be full compensation for furnishing all labor, materials, supplies, signs, equipment and incidentals necessary to complete the work as specified. Failure to complete the work within time allowed in the project contract due to approving designs, testing, material shortages, closed construction season, curing periods, and testing periods will not qualify for additional compensation. When additional work is added by an approved field alteration or when work is suspended for the convenience of the Owner, through no fault of the contractor, additional compensation may be paid to the Contractor.*

## Item 818 – PVC (C-900, C-905 and C-909) PIPE INSTALLATION

### 818.6 PAYMENT

Current paragraph 818.6 PAYMENT is to be deleted and replaced with the following

*818.6 PAYMENT: Payment for Water Line Adjustments installed will be made at the unit price bid per Lump Sum of the various sizes installed by the open cut method. Such payment shall also include trench protection, fittings, restrains, tie-ins, temporary blowoffs, excavation, selected embedment material, backfill, compaction, hydrostatic testing, polyethylene sleeve, hauling and disposition of surplus excavated material, including all existing pipe, fittings, appurtenances to be abandoned.*

## ITEM 864-S1 – BYPASS PUMPING (SMALL DIAMETER SANITARY SEWERS)

Current paragraph 864.3.4.o.iii SUBMITTALS is to be deleted and replaced with the following:

*4.o.iii. Any damage or SSOs during bypass pumping operations resulting from Contractor’s bypass system shall be deemed a failure of BPP, and the Contractor must re-propose an improvement to their BPP for review and acknowledgment. A sanitary sewer surcharge is herein defined as any flows entering the manhole or structure (above the crown of the pipe). Excessive sanitary sewer surcharges are higher than normally occurring levels of surcharge levels resulting from the Contractor’s BPP that result in damage or SSOs. Contractor shall be fully responsible for all damages and costs related to the installation, operation, and maintenance of Contractor’s bypass pumping operations including damages, clean up, fines, penalties, and other related costs excluding the sidewalks, driveways, curbs, and asphaltic pavement items to be paid lump sum per project location in accordance to 864.2 Bypass Restoration.*

Current paragraph 864.5.7 CONSTRUCTION is to be deleted and replaced with the following:

*Contractor shall be solely responsible for any and all damages to private and/or public property caused by, or during, the installation, operation, and/or removal of the bypass pumping system, excluding the sidewalks, driveways, curbs, and asphaltic pavement items to be paid lump sum per project location in accordance to 864.2 Bypass Restoration. Contractor shall be fully responsible for all other damages and costs related to the installation, operation, and maintenance of Contractor's bypass pumping operations including damages, clean up, fines, penalties, and other related costs.*

Current paragraph 864.7 MEASUREMENT AND PAYMENT is to be deleted and replaced with the following:

*864.7 MEASUREMENT AND PAYMENT: Measurement for the work specified herein will be by lump sum for each project location and as required by the contract documents. Payment of the "Lump Sum" bid for Bypass Pumping shall be in accordance with the following:*

- 1. When initial set-up and operation of the bypass pumping system begins (including a successful test), 20% of the "Lump Sum" cost will be paid as applicable to the bypass system used; stationary bypass pumping or pump and haul bypass systems.*
- 2. 60% of the "Lump Sum" cost will be paid over equal monthly payments (estimated from the BPP or other documentation approved by the Inspector) during the course of the bypass pumping operation as applicable to the bypass system used; stationary bypass pumping or pump and haul bypass systems.*
- 3. 20% of the remaining "Lump Sum" cost will be paid upon an acceptable removal and/or disassembly of all components of the BPP, including site cleanup as applicable to the bypass system used; stationary bypass pumping or pump and haul bypass systems.*
- 4. For multi-bypass pumping setups, payment will be proportional to the overall amount of the established bid line item.*
- 5. Measurement of the work for pipe plugs shall be incidental to the work and will not have a separate pay item.*
- 6. Any damages, repairs, etc., to private or public property will not be considered for any additional payment, excluding the sidewalks, driveways, curbs, and asphaltic pavement items to be paid lump sum per project location in accordance to 864.2 Bypass Restoration.*

Provisions to 864.2 REFERENCE STANDARD and all other language in this specification 864-S1 remain in full force.

#### ITEM 864.2 – BYPASS RESTORATION

Current paragraph 864.2 REFERENCE STANDARD is to be deleted and replaced with the following

#### 864.2 BYPASS RESTORATION

- 1. During construction, the driveway will continue to be usable with a rolled asphaltic base over the driveway cut for the bypass line. The contractor will maintain the temporary driveway for owner's use. Temporary trenches for the bypass line must be repaired to existing or better condition. Contractor must fully restore disturbed driveways whereas no*

*driveway patches will be allowed.*

2. *The contractor shall be paid for the temporary bypass and bypass restoration items as a lump sum per project location (AN35, AU23, AY37, BA36, BH34, BL37, BO33 979378, BO33 987859, and BQ32) to include concrete curb and removal, concrete sidewalk and removal, concrete driveways and removal, hot mix asphaltic pavement for temporary bypass trench and trench repair, and salvaging and hauling of asphaltic pavement. The lump sum payment is to include all costs for the bypass restoration. There will be no separate pay item for any damage beyond these concrete and asphalt items.*
3. *Any effort required for multiple set-ups, multiple phasing, and operations shall be included in the "LUMP SUM" cost per project location.*
4. *When initial set-up and operation of the bypass pumping system begins at the project location (including the passing of required testing), 20% of the "LUMP SUM" cost per project location will be paid as applicable to stationary bypass pumping to include flow diversion if used.*
5. *60% of the "LUMP SUM" cost per project location will be paid over equal monthly payments (estimated from the BPP or other documentation approved by the Inspector) during the bypass pumping operation/course per project location, as applicable to stationary bypass pumping to include flow diversion if used.*
6. *20% of the remaining "LUMP SUM" cost per project location will be paid upon an acceptable removal and/or disassembly of all components of the BPP per project location, including site cleanup as applicable to stationary bypass pumping to include flow diversion if used.*
7. *Any damages, repairs, etc., to private or public property will not be considered for any additional payment.*
8. *Measurement of the work for pipe plugs and transmitter shall be incidental to the work and will not have a separate pay item.*

Provisions to 864.3.4.o.iii SUBMITTALS, 864.5.7 CONSTRUCTION, 864.7 MEASUREMENT AND PAYMENT, and all other language in this specification 864-S1 remain in full force.

## Item 868 – SANITARY SEWER SYSTEM CLEANING

### 868.4 MEASUREMENT AND PAYMENT

Current paragraph 868.4 PAYMENT is to be deleted and replaced with the following:

*868.4 MEASUREMENT AND PAYMENT: When specified or shown otherwise in the contract documents or plans, CONTRACTOR shall be fully responsible and shall be paid for normal sewer system cleaning as part of Item No. 868, "Sanitary Sewer Main Cleaning – Normal (8"-15")" for furnishing all labor, hauling, materials, equipment, tools, debris disposal, inspection, and incidentals necessary to complete the work.*

*When specified or shown otherwise in the contract documents or plans, CONTRACTOR shall be fully responsible and shall be paid for mechanical sewer system cleaning as part of Item No. 868, "Sanitary Sewer Main Cleaning – Mechanical (8"-15")" for furnishing all labor, hauling, materials, equipment, tools, debris disposal, inspection, and incidentals necessary to complete the work.*

Item 901 – REHABILITATION OF SANITARY SEWER BY CURED-IN-PLACE PIPE (HOT WATER OR STEAM CURED)

901.5 CONSTRUCTION

10. OPERATION

Current paragraph 901.5.10.g is to be deleted and replaced with the following:

*901.5.10.g. The curing shall be accomplished by utilizing hot water under hydrostatic pressure in accordance with the manufacturer's recommended cure schedule. Steam curing is not allowed. After the tube is cured, the new pipe shall be cooled to a temperature below 100° F (38° C) before relieving the internal pressure within the section. In addition, care shall be taken during cool down so that a vacuum will not develop that may damage the newly installed pipe.*

All other language in this specification 901 remains in full force.



# Supplemental Conditions

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## INSTRUCTIONS TO BIDDERS IB-1

IB-1 Instruction to Bidders IB-1, Page IB-7, Item 24 shall be replaced with:

24. To assist the San Antonio Water System Contracting Office in performing the bidder evaluation and subsequent recommendation of award, all bidders will submit the following items with their bids on the day of the bid opening. Failure to provide the required information may result in determining a non-responsive bidder:

- (a) An information packet on company showing experience, organization and equipment.
- (b) A statement regarding ability to complete the project within the schedule taking into account existing commitments.
- (c) A completed and signed W-9 Request for Taxpayer Identification Number and Certification form.
- (d) Statement of Bidder's Experience

The remainder will remain unchanged.

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## ARTICLE IV- CONTRACT ADMINISTRATION

Section 4.4 of the general conditions shall be amended to add the following:

**CONTRACTORS** – The Contractor shall perform the Work with its own organization on at least 40% of the total original contract price to be confirmed by the bidder on page 1 of the Good Faith Effort Plan.

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.

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.

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## **ARTICLE V – CONTRACT RESPONSIBILITIES**

Remove Section 5.7.1.1.7.8 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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**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.

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**ARTICLE VIII. - CONTRACT COMPLETION TIME**

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:

Liquidated damages will be assessed as follows for final completion extending beyond contract time.

Liquidated Damages Charges		
Category	Duration (days)	Charge (\$) per day
Tier 1	1-7	\$ 460.00
Tier 2	8-14	\$ 540.00
Tier 3	15-21	\$ 600.00
Tier 4	22-28	\$ 640.00
Tier 5	29-35	\$ 670.00
Tier 6	36-42	\$ 690.00

Any days tallied after 42 days will be assessed as a Tier 6 rate. The remaining sections of Article VIII shall remain the same.

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## DISCLAIMER

The video clips being provided through the file transfer protocol (FTP) site are for the Multiple Sewershed Package 10B - CIPP project. Since these videos have been compiled over a period of time, many of the images may be outdated and no longer accurate. The video clips are being made available for the sole purpose of providing historical background information that may assist Bidders in preparing their response to this solicitation. As planning for any project evolves, important aspects often change. This project is no exception. SAWS makes no representations about the accuracy of this information and disclaims any responsibility for its use.

The FTP details will be provided upon return of this completed form to Janie Powell, Contract Administrator, via email to: [Janie.Powell@saws.org](mailto:Janie.Powell@saws.org)

AGREED TO:

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Firm / Vendor Name

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Representative's Printed Name / Title

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Signature

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Typed/Printed Firm Name

Date: \_\_\_\_\_