

2021 CMOM Package 1 Solicitation Number: CO-00658 Job No.: 22-4512

ADDENDUM 1

October 27, 2023

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.

RESPONSES TO QUESTIONS

1. No Questions were received during the allotted time period of this solicitation.

CHANGES TO THE SPECIFICATIONS

- 1. **Remove** this Bid Proposal (BP) in its entirety and **replace** them with the attached version. Bidders shall use the revised Bid Proposal attached to this addendum. Bidders shall use the revised bid proposal when submitting a bid for this project. Failure to use the revised version may result in the bid being found non-responsive. The following items were updated:
 - a. Mobilization and Preparing Right-of-way Max items were revised **not** to include Intermediate Mobilization and Remobilization and Golf Course Restoration Allowance in the max calculations.
 - b. Bid item numbering revised.
- 2. Remove the Special Conditions (SC) in its entirety and replace them with the attached version. Bidders shall use the revised special conditions attached to this addendum. The following items were updated:
 - a. SC7 was revised to include new language as bullet point 1.
 - b. SC7 bullet numbering revised.
- 3. Remove Special Specification Item 1020 Allowances in its entirety and replace them with the attached version. Bidders shall use the revised Special Specification Item 1020 – Allowances attached to this addendum. The following items were updated:
 - a. 1020.3 Procedures Allowance 1 renamed.

END OF ADDENDUM

This Addendum, including these <u>two</u> (2) pages, is <u>eleven</u> (11) pages with attachments in its entirety.

Attachments: Bid Proposal (4 pages) Special Conditions (3 pages) Special Specification Item 1020 – Allowances (2 pages)



Sylvester Ogidan, P.E. RPS Group Project Name: 2021 CMOM PACKAGE 1 Solicitation No. : CO - 00658 Job No(s): 22-4512

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 in the bid proposal to wit:

PLEASE SEE ATTACHED 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 No(s).

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 <u>316</u> 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.

Statement on President's Executive Orders

Has your firm previously performed work subject to the President's Executive Orders Numbers 11246 and 11375 or any preceding similar executive orders (Numbers 10925 and 11114)? Yes No

Texas Government Code Chapter 2274 Verifications

- (1) Are you, Contractor, held or controlled by individuals who are citizens of China, Iran, North Korea, Russia or a country designated by the Governor of the State of Texas pursuant to Texas Government Code Chapter 2274? Yes No
- (2) Are you, Contractor, held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or directly controlled by the government of China, Iran, North Korea, Russia or a country designated by the Governor of the State of Texas pursuant to Texas Government Code Chapter 2274? Yes No
- (3) Are you, Contractor, headquartered in China, Iran, North Korea, Russia or a country designated by the Governor of the State of Texas pursuant to Texas Government Code Chapter 2274? Yes □ No □

Item No.	Spec No.	Description	Unit	Qty	Unit Price	Total Price
1	202	PRIME COAT	GAL	53	\$	\$
2	203	TACK COAT	GAL	53	\$	\$
3	205.2	HOT MIX ASPHALTIC PAVEMENT, TYPE B (10" COMP. DEPTH)	SY	459	\$	\$
4	205.4	HOT MIX ASPHALTIC PAVEMENT, TYPE D (2" COMP. DEPTH)	SY	490	\$	\$
5	208.1	SALVAGING, HAULING, AND STOCKPILING RECLAIMABLE ASPHALTIC PAVEMENT (2" DEPTH)	SY	490	\$	\$
6	500.1	CONCRETE CURB	LF	45	\$	\$
7	502.1	CONCRETE SIDEWALKS	SY	45	\$	\$
8	503.1	PORTLAND CEMENT CONCRETE DRIVEWAYS	SY	48	\$	\$
9	540.7	CONSTRUCTION PERIMETER FENCE	LF	350	\$	\$
10	540.8	SANDBAGS FOR EROSION CONTROL (6 INCHES HIGH)	LF	12	\$	\$
11	540.9	TEMPORARY SEDIMENT CONTROL FENCE	LF	475	\$	\$
12	550	TRENCH EXCAVATION SAFETY PROTECTION	LF	443	\$	\$
13	SS801.3	LEVEL II TREE PROTECTIVE FENCING	LS	1	\$	\$
14	848	18" PVC SANITARY SEWER LINE (ALL DEPTHS) ASTM D2241 SDR26	LF	298	\$	\$
15	848	24" HDPE SANITARY SEWER LINE (ALL DEPTHS) ASTM 1248 DR13.5 DIPS	LF	193	\$	\$
16	850	POLYMER CONCRETE SANITARY SEWER STRUCTURE	EA	1	\$	\$
17	852	SANITARY SEWER MANHOLES (4' DIA)	EA	6	\$	\$
18	852	SANITARY SEWER MANHOLES (EXTRA DEPTH)	VF	12	\$	\$
19	854	SANITARY SEWER LATERALS	LF	278	\$	\$
20	854	TWO-WAY SANITARY SEWER CLEAN-OUT	EA	12	\$	\$
21	856.1	JACKING, BORING, OR TUNNELING 36"	LF	243	\$	\$
22	856.2	18" CARRIER PIPE (HDPE) ASTM 1248 DR13.5 DIPS	LF	268	\$	\$
23	856.3	36" STEEL CASING	LF	268	\$	\$
24	862	ABANDONMENT OF SANITARY SEWER MAIN (15- INCH)	LF	797	\$	\$
25	862	ABANDONMENT OF SANITARY SEWER MAIN (21- INCH)	LF	559	\$	\$
26	862	ABANDONMENT OF MANHOLES	EA	6	\$	\$
27	864	BYPASS PUMPING (LARGE DIAMETER SANITARY SEWERS) (OLMOS)	LS	1	\$	\$
28	865	BYPASS PUMPING (SMALL DIAMETER SANITARY SEWERS) (135)	LS	1	\$	\$
29	865	BYPASS PUMPING (SMALL DIAMETER SANITARY SEWERS) (OLMOS)	LS	1	\$	\$
30	866	SEWER MAIN PRE-TELEVISION INSPECTION (8"-15")	LF	298	\$	\$
31	866	SEWER MAIN POST-TELEVISION INSPECTION (18"- 24")	LF	758	\$	\$

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32	SS9999	PROTECTIVE MATS	SY	4923	\$	\$
33	TxDOT 305	SALV, HAUL & STKPL RCL APH PV (0" TO 2")	SY	586	\$	\$
34	TxDOT 310	PRIME COAT	GAL	60	\$	\$
35	TxDOT 314	EMULSIFIED ASPHALT TREATMENT	GAL	60	\$	\$
36	TxDOT 340	D-GR HMA(SQ) TY-B	TON	323	\$	\$
37	TxDOT 340	D-GR HMA(SQ) TY-D	TON	68	\$	\$
38	TxDOT 401	FLOWABLE BACKFILL (BORE PITS)	CY	184	\$	\$
39	TxDOT 402	TRENCH EXCAVATION PROTECTION	LF	232	\$	\$
40	TxDOT 502	BARRICADES, SIGNS AND TRAFFIC HANDLING (135)	LS	1	\$	\$
41	TxDOT 506	TEMP SEDMT CONT FENCE (INSTALL)	LF	338	\$	\$
42	TxDOT 506	TEMP SEDMT CONT FENCE (REMOVE)	LF	338	\$	\$
43	TxDOT 506	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	101	\$	\$
44	TxDOT 506	BIODEG EROSN CONT LOGS (REMOVE)	LF	101	\$	\$
45	TxDOT 529	CONC CURB (TY II)	LF	57	\$	\$
46	TxDOT 531	CONC SIDEWALKS (4")	SY	15	\$	\$
47	TxDOT 666	REFL PAV MRK TY I (W) 4" (BRK) (100 MIL)	LF	60	\$	\$
48	TxDOT 666	REFL PAV MRK TY I (Y) 4" (BRK) (100 MIL)	LF	115	\$	\$
		T((TO INCLUDE LI		ID PRICE	*	I

Item No.	Spec No.	Description	Unit	Qty	Unit Price	Total Price	
49	100	MOBILIZATION (OLMOS)	LS	1	\$	\$	
50	100	MOBILIZATION (I35)	LS	1	\$	\$	
	SUBTOTAL MOBILIZATION (TO INCLUDE LINE ITEMS 49 • 50) \$ (MAX 10% OF LINE ITEMS 1 • 48)						

Item No.	Spec No.	Description	Unit	Qty	Unit Price	Total Price
51	101	PREPARING RIGHT-OF-WAY (OLMOS)	LS	1	\$	\$
52	101	PREPARING RIGHT-OF-WAY (135)	LS	1	\$	\$
	SUBTOT	AL PREPARING RIGHT-OF-WAY (TO INCLUDE LIN (MAX 5% OF LII				

Item No.	Spec No.	Description	Unit	Qty	Unit Price	Total Price
53	102	INTERMEDIATE MOBILIZATION AND REMOBILIZATION	EA	2	\$	\$
54	SS1020	GOLF COURSE RESTORATION ALLOWANCE	ALW	1	\$ 50,000.00	\$ 50,000.00
	SUB TOTA (TO INCLUDE LINE ITEMS 53 • 54					

Mobilization lump sum bid shall be limited to a maximum 10% of the Line Items "1-48" Sub-total Base Bid amount. Preparing Right-of-Way lump sum bid shall be limited to a maximum of 5% of the Line Items "1-48" Sub-total Base Bid amount. The Line Items "1-48" Sub-total base bid is defined as all bid items **EXCLUDING** Item 100, Mobilization and Item 101, Preparing Right-of-Way. In the event of a discrepancy between the written percentage and dollar amount shown for Mobilization and Preparation of ROW bid items the written percentage will govern. If the percentage written exceeds the allowable maximum stated for mobilization and or preparation of ROW, SAWS reserves the right to cap the amount at the percentages shown and adjust the extensions of the bid items accordingly.

TOTAL BID PRICE (TO INCLUDE LINE ITEMS 1 • 54)	\$
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Special Conditions

SC1. A PER (Preliminary Engineering report), Environmental Study, and 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 following link on SAWS website: https://apps.saws.org/Business_Center/Contractsol/

SC2. <u>Communication Protocol</u>: All communication from the SAWS Construction Inspector to the Contractor shall be through the Contractor's Project Manager and/or Superintendent. Communication to/from the Contractor's subcontractors shall be routed to the SAWS Construction Inspector through the Contractor. Contact information for the SAWS Construction Inspector and the Contractor will be provided at the pre-construction conference.

SC3. <u>Construction Phasing and Sequencing</u>: The Contractor may follow the proposed construction sequencing in the Contract Documents. If the Contractor does not plan to follow the construction sequence included in the Contract Documents, the Contractor shall submit via CPMS the proposed alternative sequence of construction in writing to SAWS and the Consultant for review and approval. It is the Contractor's responsibility to provide sufficient work force, materials, and equipment to complete the work in accordance with the Contract duration.

SC4. <u>Permits</u>: SAWS has obtained the City of San Antonio (CoSA) Floodplain Development Permit, and CoSA Tree Permit, Union Pacific UPRR permit and TxDOT UIR Permit, if needed. All other permits will be the responsibility of the Contractor including but not limited to, the CoSA ROW permit and TCEQ Stormwater Permit.

The Contractor is solely responsible for obtaining all other necessary permits, notifications and inspections. The Contractor shall be solely responsible for applying and securing the permits, sending notifications to the relevant agencies/authorities, and requesting inspections in a timely manner as to not cause any delays in the construction duration.

The Contractor shall be reimbursed for the permit fees from the respective bid line item upon submission of proof of payment.

SC5. <u>Public Relations Contact Person</u>: The CONTRACTOR shall direct any and all questions from the public or media regarding the project Byron Gipson with SAWS at (210) 233-2977 or Cecilia Picazo at (210) 233-3750. CONTRACTOR shall coordinate with SAWS COI and the SAWS COI will coordinate with the public relations contact person to provide a response to public inquiries.

Rev. 10/10/2019

SC6. <u>Coordination with On-Site Personnel</u>: The Contractor agrees to cooperate and coordinate its work with the work conducted by other supplier(s), contractor(s) and/or SAWS Operations staff 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, the Contractor understands and agrees that access areas to the project site may be utilized by other supplier(s) and/or 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 suppliers/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 Security Procedures of this contract.

SC7. <u>Olmos Basin Golf Course:</u> Special project procedures are required from the Contractor as specified herein. The Contractor shall implement and maintain the special project procedures outlined below, pursuant to Joint Use Agreement: 2021 CMOM Package 1, SAWS Job Number 22-4512, at the appropriate time, prior to and during the performance of the work.

- 1. Olmos Basin (Site 9) to be given priority and construction to begin immediately after contract award. Site to be completed within 120 days of first entry as listed in the Joint Use Agreement with CoSA Parks.
- 2. Contractor shall complete the work in a manner that does not unreasonably impact the Olmos Basin Golf Course, including impact to recreational activities, vegetation, and pedestrian and vehicular access.
- 3. Contractor will specifically comply with all applicable environmental laws regarding the environmental protection of Olmos Creek and surrounding land.
- 4. Contractor will restore the golf course improvements to the extent disturbed by the Contractor to its prior condition.
- 5. Contractor shall document condition of all areas at Olmos Basin Golf Course to be impacted by the Project prior to commencing work.
- 6. At the conclusion of the Project, equipment and debris will be removed by the Contractor and the Contractor will restore the site, to the extent disturbed by the Contractor, to the same condition as prior to the commencement of work on the Project, including, but not limited to, concrete repair, grading, tree plantings, and establishing and/or repairing grass utilizing sod from a vendor approved by the Municipal Golf Association San Antonio (MGASA).
- 7. Following notice to the Contractor and reasonable opportunity to cure, CITY shall have the right and authority to halt any activity within the Property and require the removal of

the Contractor, its employees, agents, consultants, contractors, and/or subcontractors off the Property should any of the requirements of this Joint Use Agreement not be met.

- 8. All tree and vegetative trimming and removal planning shall be done in coordination with COSA Parks and Recreation Department. A certified and licensed arborist must be onsite at times of tree and vegetative trimming and removal operations. All trees not shown to be removed within the construction limits shall be protected. The Contractor shall adhere to COSA Standard Specifications for Tree Protection requirements as outlined in the Tree Preservation Ordinance. The Contractor shall document any pre-existing tree damage or tree health problems with photographs and in Contractor's pre-construction video. No Heritage Trees shall be removed as part of this Project.
- 9. Contractor is responsible for the protection of work, materials, and equipment prior to rain events. The location of the Project is located partially within the 100-year floodplain of Olmos Creek. The project site is susceptible to quickly rising water in response to rainfall events. No material shall be stored in the 100-year floodplain longer than the end of the shift in which it was generated. The Contractor is solely responsible for protecting trenches, pits, materials, and equipment from damage/inundation of flood waters. The Contractor shall coordinate with SAWS to determine whether The Contractor may return to work onsite after a heavy rain event/golf course closure.
- 10. The Contractor's employees shall only be allowed to park their personally owned vehicles in areas allowed and approved by CITY.
- 11. The Contractor will install temporary "warning, construction ahead" signs as directed by CITY prior to and during work and will direct its contractor to take a high degree of care to ensure the safety of golf course patrons.
- 12. The Contractor will provide protective fencing in between the construction area and the golfers and golf cart path.
- 13. If necessary, The Contractor will provide a temporary golf cart ramp near the construction/work area.
- 14. The Contractor will place temporary ramps over the bypass piping where it crosses the golf cart path. The ramp shall encompass the entire width of the golf cart path and adhere to all standards required for covering the bypass piping.
- 15. The Contractor will place DuraDeck protective mats where necessary to ensure the protection of the grounds at Olmos Basin Golf Course.
- 16. No construction activities will occur when events are scheduled for Olmos Basin Golf Course. MGASA will coordinate the schedule with The Contractor.

END OF SECTION

ITEM 1020

ALLOWANCES

1020.1 DESCRIPTION: This Section includes administrative and procedural requirements governing allowances for this Project and provides the schedule of allowances for this project.

An Allowance is defined as "a not-to-be-exceeded amount," either individually or in the aggregate, which is established between the Owner and the contractor as part of the bid documents when the precise scope of a particular line item(s) has not been defined to a level which is adequate for the Contractor to provide a definitive line item pricing for that particular scope of Work.

1020.2 COORDINATION: At the earliest practical date after the award of the Contract, the Contractor shall advise the Owner of the date when the final selection and purchase of each product or Work described by an Allowance must be completed to avoid delaying the Work. The contractor shall coordinate the restoration of fairways included under this allowance with other restoration work shown in the construction plans.

Final restoration of golf course fairways and greens is to occur within 30 days of the completion of sewer rehabilitation activities and shall start as soon as possible after the removal of the protective mats.

Restoration of the golf course fairways and areas noted on the construction plans shall be coordinated with the Olmos Basin Golf Course management. They can be contacted at:

Jesse Lopez (Club House Manager): (210) 722 4761

Mick Garza (Superintendent): (210) 834 9815

Jake Snyman (Alamo City Golf Trail Director for Agronomy): (210) 908 5927

1020.3 PROCEDURES

- 1. The owner is to clearly convey to the contractor the scope of work for each allowance, including standards, details, specifications, and drawings applicable to the work.
- 2. Contractor to submit a cost proposal to Owner.
- 3. Contractor and Owner negotiate the costs for the scope of work.
- 4. A change order is prepared, and the dollar amount is offset against the

amount of the Allowance.

Allowance 1: Olmos Basin Golf Course Restoration up to \$50,000

This allowance is to provide for the restoration of the Olmos Basin Golf Course in the area where damage by construction activities was unavoidable. The construction routes shown in the drawings shall serve as the Contractor's ingress and egress route. Damage outside of the access areas shown on the drawings is not eligible for this allowance and shall be repaired to its original or better condition at the Contractor's expense. No separate pay will be made for any restoration outside the allowance.

1020.3 PAYMENT: Once the cost proposal for the Allowance has been incorporated into the Contract by Change Order, Payment for the Allowance will be based upon either the unit prices or a schedule of values provided with the proposal and incorporated in the Contract.