SAN ANTONIO WATER SYSTEM Sawyer Meadows 18" Oversize Solicitation No. B-13-050-CM SAWS Job No. 12-1622

ADDENDUM NO. 1

July 12, 2013

This addendum, applicable to the project noted above, is an amendment to the bidding 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 Addendum Purpose

The purpose of this addendum is to issue revisions and clarifications for the project noted above.

2.0 **Pre-Bid Meeting**

A non-mandatory Pre-Bid Conference was held at 2:00 p.m. on July 9, 2013 in the SAWS Engineering Department conference room, C239. A list of attendees has been previously posted on the SAWS website.

3.0 Clarifications

- A. The Engineer's Estimate of project cost for the above mentioned project has been revised to \$ 494,371.37.
- B. Tie to Existing Sewer Main Item 852 was removed as a quantity line item from the plans and the bid proposal.
- C. Revised Bid Proposal (See attached).
- D. Revised Plan Sheets C4.00 and C4.01 (See attached).

4.0 Questions

Q: On Bid Item No. 413 – Is flowable fill paid on a LF price? The detail in the plans shows flowable fill for secondary backfill for trench excavation. This project is in a field not in existing streets. It would appear from the plans this bid item should be for concrete encasement around proposed pipe and not flowable fill for complete trench backfill. SAWS typically calls for 2500lb strength concrete for pipe encasement not flowable fill. Could you please clarify this.

A: 12" of concrete encasement is required around the pipe as shown on the plans. Flowable fill is required above the concrete encasement until the contractor reaches the limits of the rock cut. After the rock cut stops secondary backfill can be used for the remainder of trench. Flowable Fill will be paid per CY. Please see attached revised bid proposal. Both Concrete encasement and flowable are required per the bid proposal.

Q: For the 6' diameter manholes will the contractor be allowed to transition from 6' to 4' in diameter for the extra vertical feet that is required? If so how high up do you have to run 6' in diameter?

A: Yes. See SAWS Detail DD-850-01

ACKNOWLEDGEMENT BY BIDDER

Each bidder is requested to acknowledge receipt of this Addendum No. 1 and the associated attachments by his/her signature affixed hereto and to file same and attach with his/her bid.

The undersigned acknowledges receipt of this Addendum No. 1 along with the bid submitted herewith is in accordance with the information and stipulations set forth.

Date

Signature

END OF ADDENDUM NO. 1



Job No. 12-1622 Sawyer Meadows 18" Oversize (8-Inch Required) Sanitary Sewer – Phase 1 Solicitation No.: B-13-050-CM

BID PROPOSAL

PROPOSAL OF	
A corporation	
A partnership consisting of	
An individual doing business as	

THE SAN ANTONIO WATER SYSTEM

Pursuant to Instructions and Invitations to Bidders, the undersigned proposes to furnish all labor and materials as specified and perform the work required for the construction of pipelines and appurtenances, San Antonio Water System Job Number 12-1622 in accordance with the Plans and Specifications for the following prices to wit:

ITEM NO.	DESCRIPTION & ESTIMATED QUANTITIES (Unit Price to be written in words)	UNIT	QTY	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
848	18" Sanitary Sewer Main All Depths				
	Dollars				
	Cents	LF	1,737	\$	\$ <u></u>
852	Standard 4' Diameter Sanitary Sewer Manhole				
	Dollars				
	Cents	EA	5	\$	\$
850	Standard 6' Diameter Sanitary Sewer Manhole				
	Dollars				
	Cents	EA	1	\$	\$
850	Standard 6' Diameter Sanitary Sewer Structure Dollars				
	Cents	EA	1	\$	\$
	<u> </u>		I	Ψ	Ψ
852	4' Diameter Sanitary Sewer Manhole Extra Depth 				
	Cents	VF	37	\$	\$
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ITEM NO.	DESCRIPTION & ESTIMATED QUANTITIES (Unit Price to be written in words)	UNIT	QTY	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
850	6' Diameter Sanitary Sewer Manhole Extra Depth Dollars Cents	VF	33	\$	\$
858	Concrete Encasement <u>Dollars</u> <u>Cents</u>	LF	1,737	\$	\$
852	Manhole Ring Encasement Dollars Cents	EA	7	\$	\$
550	Trench Excavation Protection 	LF	1,737	\$	\$
413 (CoSA)	Flowable Fill <u>Dollars</u> Cents	CY	1,470	\$	\$
164 TxDOT	Revegetation Dollars Cents	SY	3,836	\$	\$
866	Sanitary Sewer TV Inspection Dollars Cents	LF	1,737	\$	\$
540 (CoSA)	Erosion and Sediment Control Dollars Cents	LS	1	\$	\$
Α.	Subtotal SAWS Job No. 12-1622			\$	

ITEM NO.	DESCRIPTION & ESTIMATED QUANTITIES (Unit Price to be written in words)	UNIT	QTY	UNIT PRICE (Figures)	TOTAL PRICE (Figures)
100	Mobilization Percent of the <u>Line Item "A"</u> Subtotal Base Bid written in words <u>Dollars</u> <u>Cents</u> (Max of 10% of the <u>Line Item "A"</u> Subtotal Base Bid Amount)	LS	1	\$	\$
101	Preparation of Right-of-Way Percent of the <u>Line Item "A"</u> Subtotal Base Bid written in words <u>Dollars</u> <u>Cents</u> (Max of 5% of the <u>Line Item "A"</u> Subtotal Base Bid Amount)	LS	1	\$	\$

\$

TOTAL BID (Job No. 12-1622)

(Line "A", Mob & Prep)

FIRM'S NAME (TYPE OR PRINT)

FIRM'S ADDRESS

FIRM'S PHONE NO./FAX NO.

The Contractor herein acknowledges receipt of the following

Addendum No	Dated	Signed:
Addendum No	Dated	Signed:
Addendum No	Dated	Signed:
Addendum No OWNER RESERVES THE RIGHT TO ACCEPT	Dated TTHE OVERALL MOST	Signed: RESPONSIBLE BID.

The bidder offers to construct the Project in accordance with the Contract Documents for the contract price, and to complete the Project with <u>120</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 Proposal which are included on the following pages;

PROPOSAL CERTIFICATION

Accompanying this proposal is a Bid Bond or Certified or Cashier's Check on a State or National Bank 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 <u>10</u> 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 <u>60</u> 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 <u>10</u> 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 _____ consecutive calendar days.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

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



EXHIBIT "B"

Good Faith Effort Plan for Construction SUBCONTRACTS

for

NAME OF PROJECT:					
SECTION A - CONTRACTO	DR INFORMATIO	N:			
Name of Firm:					
Address:					
City:			State:		Zip:
Contact Person:			Telephone:		
Email Address:				Fax:	
Is your firm Certified:	Yes	No:	Certificatio	on Agency that granted tificate/s:	
Type of Certification:	SBE		WBE	MBE	

1. List ALL SUBCONTRACTORS/SUPPLIERS that will be utilized on this project/contract.

	Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	Estimated Contract (dollar) Amount on this Project	Certification Type & Certification Agency
1.				
2.				
3.				
4.				
5.				

SECTION B. - SMWB COMMITMENTS

The SMWB goal on this project is <u>17</u>%

1. The undersigned proposer has satisfied the requirements of the BID specification in the following manner (please check the appropriate space):

_____ The proposer is committed to a minimum of <u>17 %</u> SMWB utilization on this contract.

_____ The proposer, (if unable to meet the SMWB goal of <u>17%</u>), is committed to a minimum of <u>%</u> SMWB utilization on this contract. (If contractor is unable to meet the goal, please fill out Section C and submit documentation demonstrating good faith efforts).

2. Name and phone number of person appointed to coordinate and administer the SMWB requirements on this project.

Title:	Name:		
Phone Number:	Title:		
	Phone Number:		

IF THE SMWB GOAL WAS MET, PROCEED TO AFFIRMATION AND SIGN THE GFEP. IF GOAL WAS NOT MET, PROCEED TO SECTION C.

SECTION C – GOOD FAITH EFFORTS (Fill out only if the SMWB goal was not achieved).

List all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for the contract by choice of the proposer, subcontractor, or supplier. Written notices to firms contacted by the proposer for specific scopes of work identified for subcontracting/supply opportunities must be provided to subcontractor/supplier not less than five (5) business days prior to bid/proposal due date. The following information is required for all firms that were contacted of subcontracting/supply opportunities.

opportunities.				
Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	Is Firm SMWB Certified?	Date Written Notice was Sent & Method (Fax, Letter, E-Mail, etc.)	Reason Agreement was not reached?
1.				
2.				
3.				
4.				
5.				
6.				
7.				

(Use additional sheets as needed)

In order to verify a proposer's good faith efforts, please provide to SAWS copies of the written notices to all firms contacted by the proposer for specific scopes of work identified in relation to the subcontracting/supply opportunities in the above named project. Copies of said notices must be provided to the SMWB Program Manager within five (5) business days after the response is due. Such notices shall include information on the plans, specifications, and scope of work.

- 2. Did you attend the pre-bid conference scheduled for this project? _____ Yes _____ No
- 3. List all SMWB listings or directories, contractor associations, and/or any other associations utilized to solicit SMWB Subcontractors/suppliers.
- 4. Discuss efforts made to define additional elements of the work proposed to be performed by SMWBs in order to increase the likelihood of achieving the goal:
- 5. Indicate advertisement mediums used for soliciting bids from SMWBs. (Please attach a copy of the advertisement(s):

AFFIRMATION

I hereby affirm that the above information is true and complete to the best of my knowledge. I further understand and agree that, this document shall be attached thereto and become a binding part of the contract.

Name and Title of Authorized Official:

Title:

Name: ______

Signature:_____Date:_____Date:_____

NOTE:

This Good Faith Effort Plan is reviewed by SAWS Contracting Department. For questions and/or clarifications, please contact Marisol V. Robles, SMWB Manager, at 210-233-3420.

DEFINITIONS:

Prime Consultant/Contractor: Any person, firm partnership, corporation, association or joint venture which has been awarded a San Antonio Water System contract.

Subconsultants/contractor: Any named person, firm partnership, corporation, association or joint venture identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing under contract with a prime consultant/contractor on a San Antonio Water System contract.

Small, Minority and Woman Business (SMWB): All business structures Certified by the Small Business Administration, Texas State Comptroller's Office, or the South Central Texas Regional Certification Agency that are 51% owned, operated, and controlled by a Small Business Enterprise, a Minority Business Enterprise, or a Woman-owned Business Enterprise.

Small Business Enterprise (SBE): A business structure that is Certified by the Small Business Administration, Texas State Comptroller's Office or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by someone who is legally residing in or a citizen of the United States, and the business structure meets the U.S. Small Business Administration's (SBA) size standard for a small business within the appropriate industry category

Minority Business Enterprise (MBE): A business structure that is Certified by the Small Business Administration, Texas State Comptroller's Office or the South Central Texas Regional Certification Agency as being 51% owned, operated, and controlled by an ethnic minority group member(s) who is legally residing in or a citizen of the United States. For purposes of the SMWB program, the following are recognized as minority groups:

- a. African American Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian or West Indian.
- b. Hispanic American Persons of Mexican, Puerto Rican, Cuban, Spanish or Central or South American origin.
- c. Asian-Pacific American Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **d.** Asian-Indian American Persons whose origins are from India, Pakistan, Bangladesh or Sri Lanka.
- e. American Indian/Native American Persons having no less than 1/16 percentage origin in any of the American Indian Tribes, as recognized by the U.S. Department of the Interior's Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Women Business Enterprise (WBE): A business structure that is Certified by the Small Business Administration, Texas State Comptroller's Office or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by a woman or women who are legally residing in or citizens of the United States.

African American Business Enterprise (AABE): A business structure that is Certified by the Small Business Administration, Texas State Comptroller's Office or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by African American minority group member(s) who are legally residing in or are citizens of the United States.

Joint Venture: A limited association of two or more persons to carry out a single business enterprise for profit, for which purpose they combine their property, money, efforts, skills and knowledge.

Contractor's Payment to Sub-Contractors:

The contractor will be required to report the actual payments to all subcontractors, utilizing the Subcontracting Payment and Utilization Reporting (S.P.U.R.) System, in the time intervals and format prescribed by SAWS. This information will be utilized for SMWB participation tracking purposes. Any unjustified failure to comply with the committed SWMB levels may be considered breach of contract.

Web Submittal of Subcontractor Payment Reports:

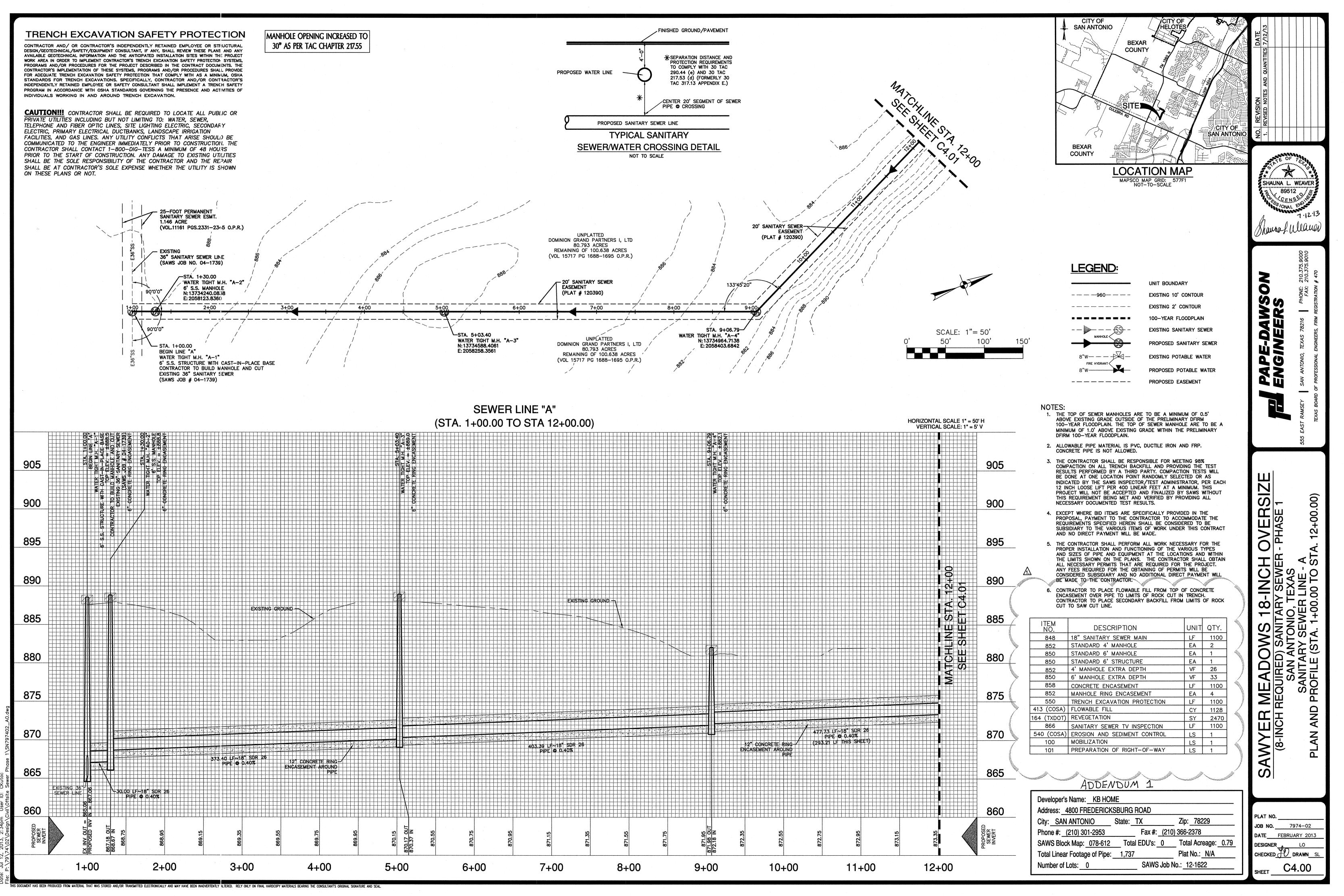
The Contractor is required to electronically submit monthly subcontractor payment information utilizing the Sub-contracting Payment and Utilization Reporting (S.P.U.R.) System, beginning with the first SAWS payment for services under the contract, and with every payment thereafter (for the duration of the contract). Electronic submittal of monthly subcontractor payment information will be accessed through a link on SAWS' "Business Center" web page.

The Contractor and all subcontractors will be provided a unique log-in credential and password to access the SAWS subcontractor payment reporting system. The link may also be accessed through the following internet address: <u>https://saws.smwbe.com/</u>

CONFLICT OF INTEREST QUESTIONNAIRE NOTE:

"Effective January 1, 2006, Chapter 176 of the Texas local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with SAWS shall file a completed conflict of interest questionnaire with the SAWS Manager of Contract Administration no later than the 7^{th} business day after the date that the person: (1) begins contract discussions or negotiations with SAWS; or (2) submits to SAWS an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with SAWS. The Conflict of Business questionnaire is attached on the following page and is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed Conflict of Interest questionnaires should be included with your bid or may be delivered by hand, within 7 business days of the bid opening, to the Manager of Contract Administration. If mailing a completed Conflict of Interest questionnaire, mail to: David Gonzales, Manager, Contract Administration, 2800 U.S. Hwy 281 North, San Antonio, TX 78212. If delivering a completed Conflict of Interest questionnaire, deliver to Contract Administration, Tower 2, 1st Floor, Room 171, 2800 U.S. Hwy 281 North, San Antonio, TX 78212. Please consult your own legal advisor if you have questions regarding the statute or form."

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY
This must imprise in heirs filed in a second and with Obertan 170 Local Obertanant Oak	Date Received
By law this questionnaire must be filed with the records administrator of the local governmenta entity not later than the 7th business day after the date the person becomes aware of fact that require the statement to be filed. See Section 176.006, Local Government Code.	3
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor	
1 Name of person who has a business relationship with local governmental entity.	
2 Check this box if you are filing an update to a previously filed questionnaire.	
(The law requires that you file an updated completed questionnaire with the appropriate than the 7th business day after the date the originally filed questionnaire becomes in	
Name of local government officer with whom filer has employment or business relationship	
Name of Officer	
This section (item 3 including subp arts A, B, C & D) must be completed for each of ficer employment or other business relationship as defined by Section 176.001(1-a), Local Governme pages to this Form CIQ as necessary .	
A. Is the local government officer named in this section receiving or likely to receive taxable inco income, from the filer of the questionnaire?	ome, other than investment
Yes No	
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than invest direction of the local government of ficer named in this section AND the t axable income is r governmental entity?	
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity with resp government officer serves as an of ficer or director, or holds an ownership of 10 percent or more	
Yes No	
D. Describe each employment or business relationship with the local government officer named	in this section.
4	
Signature of person doing business with the governmental entity	ate

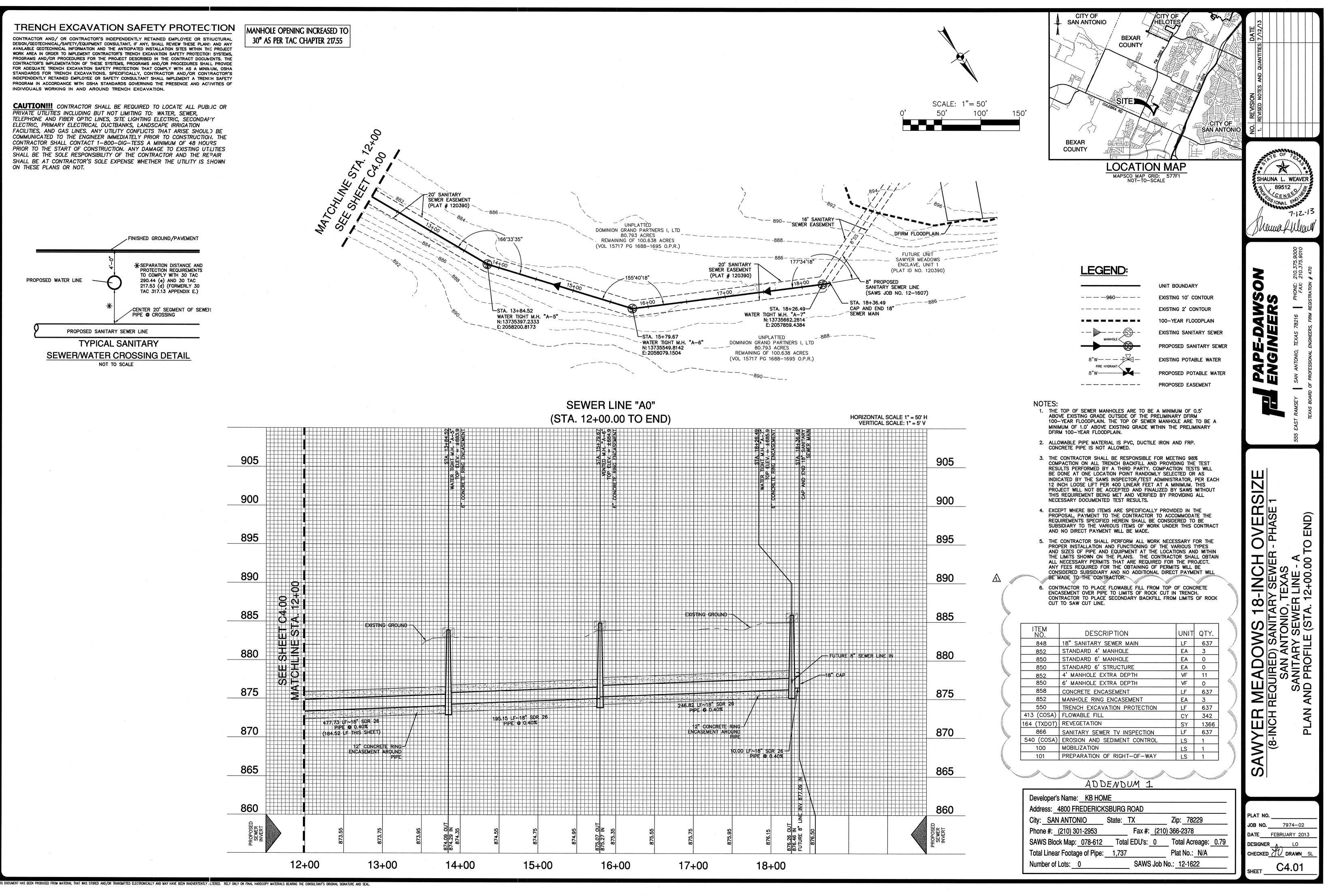


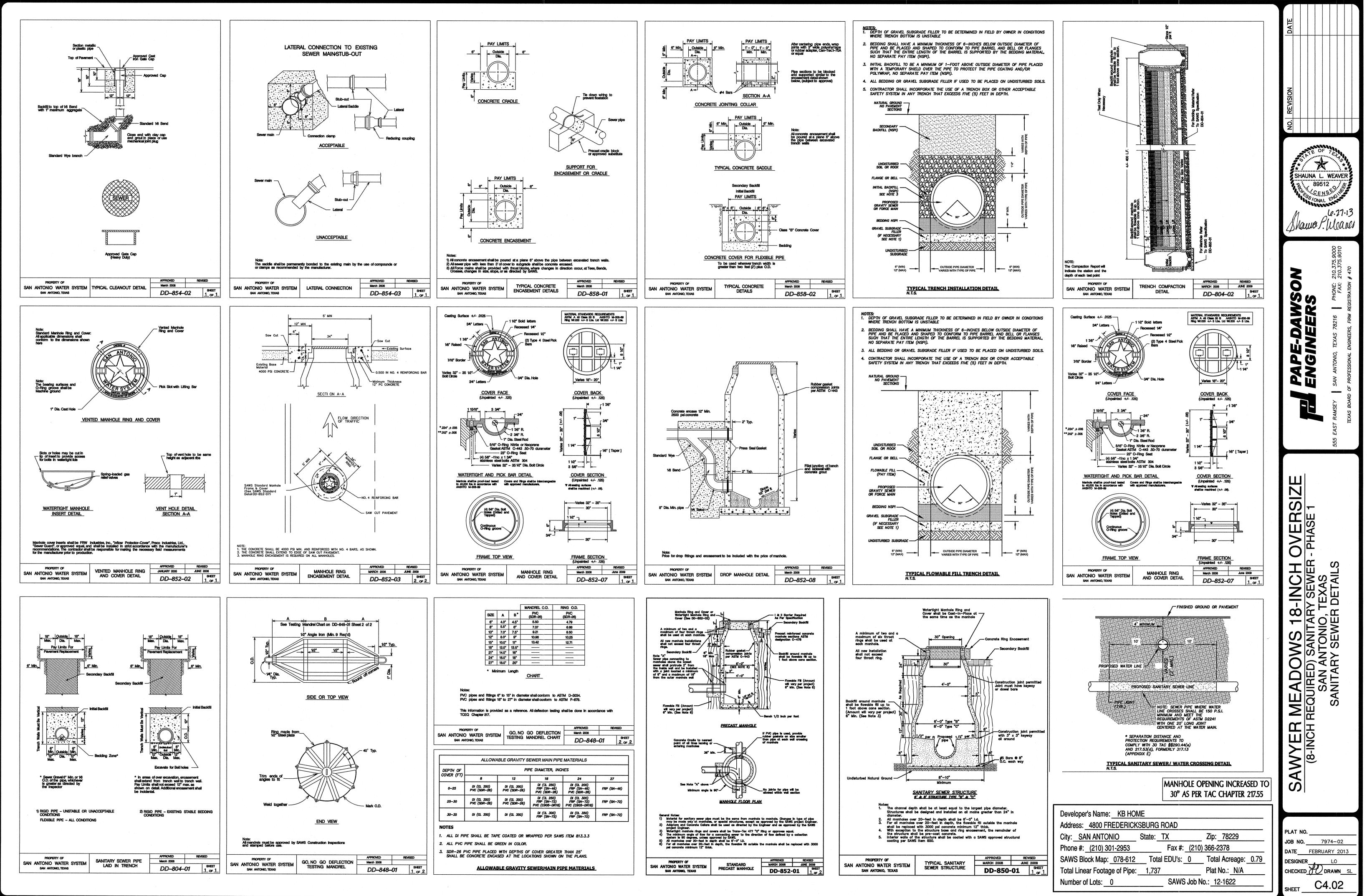
TRENCH EXCAVATION SAFETY PROTECTION

CONTRACTOR AND/ OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STILUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES FOR THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLY WITH AS A MININUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

CAUTION!!! CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC OR PRIVATE UTILITIES INCLUDING BUT NOT LIMITING TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES. SITE LIGHTING ELECTRIC. SECONDAF'Y ELECTRIC, PRIMARY ELECTRICAL DUCTBANKS, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATELY PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT 1-800-DIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT CONTRACTOR'S SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.

		FINISHED GROUND/PAVEMENT		
PROPOSED WATER LINE -	*	* SEPARATION DISTANCE AND PROTECTION REQUIREMENTS TO COMPLY WITH 30 TAC 290.44 (e) AND 30 TAC 217.53 (d) (FORMERLY 30 TAC 317.13 APPENDIX E.) CENTER 20' SEGMENT OF SEWER PIPE @ CROSSING		
PROPOSED	SANITARY SEV	VER LINE		
TYPICAL SANITARY				
SEWER/WATER CROSSING DETAIL				
	NOT TO SCA	LE		





Jun 27, 2013, 8:53am User ID: CKutac ?:\79\74\02\Design\Civil\Offsite Sewer Phase 1\SNDT797

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THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL