



SAN ANTONIO WATER SYSTEM
University Pump Station Improvements Project
SAWS Job No. 12-6002
Solicitation No. B-14-002-DD

ADDENDUM NO. 1

February 17, 2014

TO BIDDER OF RECORD:

The following changes, additions, and/or deletions are hereby made as part of the Contract Documents for the University Pump Station Improvements Project, for the San Antonio Water System, San Antonio, Texas, dated January 2014, as fully and completely as if the same were set forth therein.

PART 1 - BIDDING AND CONTRACT DOCUMENTS

1. INVITATION FOR COMPETITIVE SEALED PROPOSALS: REMOVE AND REPLACE this section in its entirety with the revised version attached to this Addendum that provides for a mandatory site visit following the mandatory pre-proposal meeting.

2. PRICE PROPOSAL: REMOVE AND REPLACE the Price Proposal its entirety with the attached section.

3. SPECIAL CONDITIONS:

A. ADD item SC-13:

“Contractor shall provide an armed security guard during all times that work is being performed on the site by Contractor or his subcontractors. The guard should be a commissioned guard from a SAWS Security approved security contractor.

The Contractor Security for this project shall be made payable on Line Item 2 of the revised Price Proposal attached to this Addendum.”

B. ADD item SC-14:

“Special Construction Requirements: Should the Contractor have to remove any security fencing to facilitate the required work or the work of other Contractor’s working in the area, Contractor shall have to temporarily re-fence and secure the site following the permanent fence detail as shown on the construction plans. The temporary fencing required for this project shall be made payable as a subsidiary to the project.”

C. ADD item SC-15:

“There shall be no changes to security equipment without written approval from SAWS Security Department.”

PART 2 – TECHNICAL SPECIFICATIONS

1. SECTION 01130, PAYMENT PROCEDURES: REMOVE AND REPLACE this section in its entirety with the attached section.

ALL BIDDERS SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 IN THE BID FORM AND BY HIS/HER SIGNATURE AFFIXED HERETO AND TO FILE SAME AS AN ATTCHMENT TO HIS/HER BID. BID FORMS SUBMITTED WITHOUT THIS ACKNOWLEDGEMENT WILL BE CONSIDERED INFORMAL.



2/17/14

David T. Bennett, P.E.

Freese and Nichols, Inc.

FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

ACKNOWLEDGEMENT BY BIDDER

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THIS ADDENDUM NO. 1 AND THE BID SUBMITTED HERewith IS IN ACCORDANCE WITH THE INFORMATION AND STIPULATION SET FORTH.

Date

Signature of bidder

Appended hereto and part of Addendum No. 1 are:

1. INVITATION FOR COMPETITIVE SEALED PROPOSALS
2. PRICE PROPOSAL
3. SECTION 01130 PAYMENT PROCEDURES
4. CONTRACTOR QUESTION AND ANSWERS

END OF ADDENDUM NO. 1

INVITATION FOR COMPETITIVE SEALED PROPOSALS

Solicitation No.: B-14-002-DD

Sealed proposals are requested by the San Antonio Water System for the construction of various improvements for the **University Pump Station Improvements Project, SAWS Job No. 12-6002**. The improvements include, but not limited to, the following:

1. Construction of a new ten (10) million gallon per day (MGD) high service pump to supplement the current pump capacity to the station. Work shall include, concrete foundation slab, piping, valves, flow meter and other related appurtenances.
2. Demolition of existing electrical building, electrical equipment, low and medium voltage wiring, SCADA controls, and other related appurtenances related to this work.
3. Construction of new electrical building to contain new and existing electrical equipment, MCC's, switchgear, power panels, security, SCADA controls and other related appurtenances.
4. Installation of monopole antenna tower for SAWS Information System (IS) communication system.
5. Replace existing electrical low and medium voltage wiring, CPS transformer, and other related electrical appurtenances.
6. Replace existing valves at various locations, two (2) vertical pump motors, and other related water appurtenances.
7. Construction of new concrete pavement driveway, automatic gate, frontage fence and gate replacement, site security, lighting, and other related appurtenances.

To view additional project information, as well as obtain the plans and specifications for this project, visit our website located at www.saws.org and click on the Business Center. Then select Bidder, Consultant, and Vendor Registration, which is located on the left-hand side of the screen. Select the Register Now button and proceed with registration. For difficulties downloading plans and specifications, contact the Contracting Department at 210-233-3372.

For questions regarding this solicitation, technical questions or additional information, please contact Diana W. Dwyer, Contract Administrator, in writing via email to: Diana.Dwyer@saws.org or by fax to (210) 233-5218 until **4:00 p.m. (CT) on March 7, 2014**. Answers to the questions will be posted to the website by **4:00 p.m. (CT) on March 12, 2014** as a separate document or included as part of an addendum.

A **mandatory** pre-proposal meeting will be held at **10:00 a.m. on February 28, 2014** at the San Antonio Water System's Customer Service Building, 1st floor, Conference Room 137, 2800 U.S. Hwy 281 North, San Antonio, Texas. Please be advised that under no circumstances shall any late or non-attendee(s) to the Mandatory Pre-Proposal Meeting be allowed to submit a Proposal for the project. Immediately following the pre-proposal meeting there will be a **mandatory** site visit.

Sealed proposals will be received by the Contract Administration Division, 2800 U.S. Hwy 281 North, Customer Center Building, Suite 171, San Antonio, Texas 78212, until **2:00 p.m., March 18, 2014**. Proposals will then be publicly opened and read aloud in Contract Administration, Suite 169, Customer Center Building, 2800 U.S. Hwy 281 North, San Antonio, Texas. This solicitation requires a Qualification Package, Good Faith Effort Plan, and Conflict of Interest Questionnaire, which should be included as part of the proposals and will become part of the construction documents. Each proposal must be accompanied by a cashier's check, certified check, or bid bond in an amount not less than five percent of the total price proposal. SAWS reserves the right to reject any and all proposals.

This contract is contingent upon release of funds from the Texas Water Development Board.

Any contract or contracts awarded under this Invitation for Bids (IFB) are expected to be funded in part by financial assistance from the Texas Water Development Board (TWDB). Neither the State of Texas nor any of its departments, agencies, or employees are or will be a party to this IFB or any resulting contract.

Equal Opportunity in Employment – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin. The contractor shall carry out applicable requirements of 40CFR Part 33 in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.

This contract is subject to the Environmental Protection Agency's (EPA) "fair share policy", which includes EPA-approved "fair share goals" for Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) firms in the Construction, Supplies, Equipment and Services procurement categories. EPA's policy requires that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to MBE and WBE firms. Although EPA's policy does not mandate that the fair share goals be achieved, it does require applicants and prime contractors to demonstrate use of the six affirmative steps. The current fair share goals for the State of Texas are as follows:

MBE: CONSTRUCTION 12.94%; SUPPLIES 9.68%; SERVICES 10.84%; EQUIPMENT 7.12%.

WBE: CONSTRUCTION 8.72%; SUPPLIES 9.34%; SERVICES 5.72%; EQUIPMENT 5.39%.

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Clean Water State Revolving Funds (CWSRF) or Drinking Water State Revolving Fund (DWSRF) shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3 and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. All grants, cooperative agreements, and loans funded under the CWSRF and DWSRF shall include the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a), which shall also be incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

PRICE PROPOSAL

PROPOSAL OF _____,
 a corporation _____
 a partnership consisting of _____
 an individual doing business as _____

THE SAN ANTONIO WATER SYSTEM:

Pursuant to Instructions and Invitations for Competitive Sealed Proposals, the undersigned proposes to furnish all labor and materials as specified and perform the work required for the construction of the **UNIVERSITY PUMP STATION IMPROVEMENTS PROJECT**, San Antonio Water System Job Number 12-6002 in accordance with the Plans and Specifications for the following prices, to wit:

BID ITEMS

ITEM NO.	ITEM DESCRIPTION Price to be written in words)	(Unit UNIT	ESTIMATED QUANTITY	UNIT PRICES (FIGURES)	TOTAL PRICE (FIGURES)
A BASE BID					
1	Total amount for furnishing all labor materials, services, equipment, and appurtenances in conjunction with and incidental to all work (site work, general construction) for execution of the University Pump Station Improvements Project in conformance with the Project Documents, with the exception of those items specifically listed in other bid items. _____ Dollars and _____ Cents	LS	1	\$ _____	\$ _____
2	On-site security guard during performance of the work _____ Dollars and _____ Cents	LS	1	\$ _____	\$ _____
3	Allowance for City of San Antonio (COSA) building and tree permits. Thirty-Five Thousand _____ Dollars and <u>no</u> _____ Cents	LS	1	<u>\$35,000.00</u>	<u>\$35,000.00</u>
4	Allowance for City Public Service (CPS Energy). Eighty-Five Thousand _____ Dollars and <u>no</u> _____ Cents	LS	1	<u>\$85,000.00</u>	<u>\$85,000.00</u>
5	Allowance for Traffic Control. Twenty-Five Thousand _____ Dollars and <u>no</u> _____ Cents	LS	1	<u>\$25,000.00</u>	<u>\$25,000.00</u>
LINE ITEM "A" SUBTOTAL BASE BID (Items 1-5)					
100	Mobilization and Demobilization: This item includes project move-in and move-out of personnel and equipment, for work shall include furnishing all labor, materials, tools, equipment and incidentals required to mobilize, demobilize, bond and insure the Work for the <i>UNIVERSITY PUMP STATION IMPROVEMENTS PROJECT</i> , in accordance with the contract documents, complete in place. Percent of the <u>Line Item "A"</u> , Subtotal Base Bid written in words _____ Percent (Maximum of 10% of <u>Line Item "A"</u> Subtotal Base Bid amount)	LS	1	\$ _____	\$ _____
MOBILIZATION SUBTOTAL (Item 100)					

Mobilization and Demobilization lump sum bid shall be limited to a maximum 10% of the Line Item "A" Subtotal Base Bid Amount. The Line Item "A" Subtotal Base Bid Amount is defined as all bid items EXCLUDING Item 100, Mobilization and Demobilization. **In the event of a discrepancy between the written percentage and dollar amount shown for Mobilization and Demobilization bid item, the bid item's written percentage will govern. If the percentage written exceeds the allowable maximum stated for Mobilization and Demobilization, SAWS reserves the right to cap the amount at the percentage shown and adjust the extensions of the bid item accordingly.**

TOTAL BID AMOUNT (LINE ITEM "A", MOBILIZATION)

DOLLARS

\$

AND

CENTS

RESPONDENT'S SIGNATURE & TITLE

FIRM'S NAME (TYPE OR PRINT)

FIRM'S ADDRESS

FIRM'S PHONE NO./FAX NO.

FIRM'S PHONE EMAIL ADDRESS

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

The Respondent offers to construct the Project in accordance with the Contract Documents for the contract price, and to final completion, as defined in the General Conditions, within **570** calendar days after the start date, as set forth in the Authorization to Proceed. **The Respondent 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.

SECTION 01130

PAYMENT PROCEDURES

1.00 GENERAL

1.01 DESCRIPTION OF WORK

- A. This section defines the method that will be used to determine the quantities of Work performed or materials supplied and establish

1.02 PRICE PROPOSAL

- A. Required items of Work and incidentals necessary for the satisfactory completion of the Project shall be considered incidental to the specified Work required under this contract and shall be considered as included in the unit prices for the various price items. The Contractor shall prepare his price accordingly to allow for such items:
 - 1. Not specifically listed in the price proposal form.
 - 2. Not specified in this section to be measure or to be included in one of the items listed in the price proposal form.
 - 3. To include Contractor's overhead and profit.
- B. Work includes the furnishing of all labor, materials, equipment, tools, and related items for performing all operations required to complete the Project satisfactorily in place, as specified by the contract documents.

1.03 RELATED WORK AND SPECIFICATIONS

- A. Section 01300 – Submittal Procedures

1.04 BID PROPOSAL ITEMS - Bidder will complete the work for the following listed work items for the prices listed on the bid proposal:

- A. Item No. 1: Base Bid for University Pump Station Improvements
 - 1. Description:
 - a. Work items include:
 - 1). Additional 10 MGD high service pump, including motor, piping, valves, appurtenances, slab, etc;
 - 2). Replacement of the electrical switchgear system to be located in a new building;
 - 3). Replacement of all existing low and medium voltage wiring;
 - 4). Replacement of altitude valves, flow meters, and control valves;
 - 5). Temporary Fencing
 - 6). Other related facility and site improvements.
 - b. Site improvements include:
 - 1). New concrete access road and driveways;
 - 2). New security fence with gates;

- 3). New site lighting; and
 - 4). Site Grading
 - 5). All appurtenances miscellaneous improvements for a complete in-place facility.
2. Measurement – Measurement of Item No. 1 will be by lump sum.
 3. Payment of the full lump sum price shall be paid for the work performed and in accordance with the Schedule of Values. Payment shall constitute full compensation to the CONTRACTOR for furnishing all: labor, equipment, tools, and materials; mobilization and demobilization; and for performing all operations required to furnish to the Owner the project, complete in place, as specified and as indicated on the Contract Drawings and Specifications.
- B. Item No. 2: On-site Security Guard during Performance of the work
1. Description: This item includes all costs to provide an on-site security guard during performance of the work in accordance with Special Conditions, Item SC-13.
 2. Measurement – Measurement of Item No. 2 will be by lump sum.
 3. Payment of the full lump sum price shall be paid for the work.
- C. Item No. 3: City of San Antonio Building and Tree Permit Allowance
1. Description – This item shall be an allowance for fees associated with acquiring building and tree permits from the City of San Antonio. This allowance shall reimburse Contractor for the direct cost for all fees incurred in obtaining the permits from the City of San Antonio. Any unused portion of the allowance will be credited to the Owner by a deductible change order. Fees associated with additional inspections due to Contractor error shall not be paid under this allowance and are the responsibility of the Contractor.
 2. Measurement – Measurement for item no. 3 will by lump sum and shall not exceed \$35,000.00.
 3. Payment of the lump sum price shall be paid for the work. Payment shall constitute full compensation to the Contractor for obtaining all necessary permits for the Project. Contractor shall provide permit receipts to SAWS for reimbursement.
- D. Item No. 4: CPS Energy Allowance
1. Description – This item shall be an allowance for any fees from CPS Energy associated with the connection and disconnection of electrical power at the University Pump Station. This allowance shall reimburse Contractor for the direct cost for all fees imposed by CPS Energy. Any unused portion of the allowance will be credited to the Owner by a deductible change order. Fees associated with additional connections and disconnections of electrical power due to Contractor error shall not be paid under this allowance and are the responsibility of the Contractor.
 2. Measurement – Measurement for item no. 4 will be by lump sum and shall not exceed \$85,000.00.
 3. Payment of the lump sum price shall be paid for the work. Payment shall constitute full compensation to the Contractor. Contractor shall provide permit receipts to SAWS for reimbursement.

E. Item No. 5: Traffic Control Allowance

1. Description – This item shall be an allowance for any Traffic Control required for the construction of the University Pump Station. This allowance shall reimburse Contractor for the direct cost for traffic control. Any unused portion of the allowance will be credited to the Owner by a deductible change order.
2. Measurement – Measurement for item no. 5 will be lump sum and shall not exceed \$25,000.00.
3. Payment of the lump sum price shall be paid for the work. Payment shall constitute full compensation to the Contractor.

2.00 PRODUCTS (NOT APPLICABLE)

3.00 EXECUTION (NOT APPLICABLE)

END OF SECTION