



**2013 METER REPLACEMENT PROGRAM
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

Solicitation Number: B-13-015-DD

Job No.: 13-4003

ADDENDUM #1

March 18, 2013

This addendum, applicable to work referenced above, is an amendment to the proposal and specification documents and as such will be a part of and included in the Contract. Acknowledge receipt of this addendum by entering the Addendum number and issue date on the space provided in submitted copies of the proposal.

MODIFICATIONS TO THE SPECIFICATIONS

1. Pages CA-1, CA-2, PB-1, and PB-2, the Contract, Statutory Performance Bond, and Statutory Payment Bond, remove and replace in their entirety with the revised Attachment "A".

RESPONSES TO QUESTIONS

1. **There was a recently a award for the Annual Contract for Water Meters. Will the meters required to be provided with installation be in conjunction to the Annual Contract for Water Meters proposal that was awarded? It appears several vendors models were awarded in this proposal and we would like to clarify if we need to supply meters from the awarded vendor's respective models/sizes, or if anything is considered as long as approved by the San Antonio Water System.**

*No, the installation of meters to be utilized for this project will not be associated with the SAWS annual contract that was recently awarded. The selected Installation Vendor is expected to procure the meters independent of the SAWS Purchasing Department's contract utilized for internal meter operations. The Installation Vendor must utilize one of the six approved meter manufacturers as indicated in **Attachment I of the SAWS Material Standard Specifications: Specifications for Cold Water Meters Displacement Type, Revised December 2011** within the specifications for this project. The Respondent must identify the proposed approved meter manufacturer and model for Items 1-4 on page PP-1 of the Price Proposal as part of the submission of their proposal packet.*

2. **Our meter company would like to become an approved meter manufacturer for this and all future solicitations. Can you let me know what we must do or provide to accomplish this?**

Information on becoming an approved meter manufacturer can be found on the SAWS website at the following link:

http://www.saws.org/business_center/specs/product_submittal/

3. **Is there any estimation of what percentage of installations will require an appointment to be set in order to gain access? I am not looking for a hard number, but a basic estimation...25% / 75% , 50% / 50%, etc....**

A vast majority of the installations can be completed without an appointment. SAWS sends letters in advance of the installation process so that any customer requiring an appointment may schedule one. Previous experience has yielded that approximately less than 10% of the total number of installs required an appointment.

4. Is the Installation Vendor required to meet the 17% Small Business Enterprise Subcontracting Goal, if the Vendor does not subcontract work out?

The 17% Small, Minority, or Woman-owned Business (SMWB) goal is non-mandatory (not required). No penalties will be incurred by proposers who do not meet the goal.

However, proposers who do not meet the 17% SMWB goal are required to submit proof that they made a Good Faith Effort to reach out to Small, Minority, and Woman-owned Businesses who are certified by any of the following agencies: The South Central Texas Regional Certification Agency, the State of Texas Comptroller's Office (Historically Underutilized Business Program a.k.a "H.U.B."), or federal SMWB designation. Two potential areas of subcontracting opportunities for this project are office/warehouse leasing and meter installation. Please contact the SAWS SMWB Program Manager, Marisol Robles, at 210-233-3420, or via email at marisol.robles@saws.org for assistance with obtaining contact information for certified subcontractors.

*As a reminder, this project is being procured through a Request for Competitive Sealed Proposal. Therefore, each Respondent's proposal packet will be evaluated in order for SAWS to determine which Respondent will provide the best value to SAWS. 15% (or 15 points) of the Respondent's total score will be determined by their efforts noted on the Good Faith Effort Plan, as indicated in Section C. **Proposal Packet, d. Small, Minority, Women, Business Participation (SMWB) of the Supplementary Instructions to Respondents.***

5. Page 833-1 Item No. 833 – Meter and Meter Box Installation:

"This item shall consist of meter and meter box installation and adjustments in accordance with these specifications and as directed by the Engineer." Is the Installation Vendor required to install water meter boxes? If so, how many will be replaced and can we get a breakdown of the meter sizes?

The only boxes that will need to be installed are to be set at locations where one does not exist, or has existing damage.

Who is providing the boxes? What are the specifications for the meter boxes?

SAWS will provide the meter boxes and lids.

What % of meters are located in concrete/asphalt?

It is anticipated that less than 5% of the boxes may need to be placed/replaced.

Are any of the meter boxes located in roadways?

Boxes that are currently in roadways or are encased in concrete will be coordinated/returned to SAWS for completion.

How will Installation Vendor price these items that are not listed on the bid form?

There will be no additional payment for the setting of the boxes. No additional payment for the setting of the boxes on an as-needed basis will be made.

6. Pg. 833-2 Item No. 833.5

"Payment for "Existing Meter and New Meter Box Relocation (5/8" through 2" meter)" will be made at the unit price bid for each existing meter relocated to a new meter box." Where is the line item for this unit price?

The payment for this item does not apply to this contract, it refers to a construction project in which services are moved. No movement of services is expected for this contract.

7. Is the Installation Vendor responsible for relocating/installing service lines? If so, what is the breakdown for the installation of the service lines? (linear feet) Who provides the service lines? Can the Installation Vendor get a

breakdown of sizes for the installation of the service lines? How will Installation Vendor price these items that are not listed on the bid form?

Should a service line need to be moved to replace a meter, coordination with the Project Inspector will need to be completed so that SAWS crews can move the service line. The Installation Vendor will not be responsible for moving the service or providing materials.

- 8. Will the Installation Vendor be responsible for cut-ins at un-metered services? If so, can the Installation Vendor get a breakdown of the quantities and sizes?**

Should an unmetered service be discovered, coordination with the Project Inspector will need to be completed, so that SAWS can coordinate further action.

- 9. “A pre-construction video should be completed for each section of the project, submitted to SAWS for approval, and prior to the commencement of work.” Will this be required for the project?**

Yes, documentation of the project sites should be completed prior to work being completed at locations that may become a claims issue after installation. Video documentation is the best source for addressing faulty claims. It is suggested that the contractor document the work sites in this fashion, unless a better method can be agreed upon in writing.

- 10. Meter Pit Rehabilitation – “The Installation Vendor shall perform a condition assessment of all existing water meter pits and meter vaults, as well as any neighboring structures that may be impacted by the Work.” Is the assessment required for this project?**

When arriving at a location to replace the meter, a quick assessment of the pit location shall be performed to determine if the meter replacement process will require additional work that falls outside the scope of the line item. Coordination with the Project Inspector will be needed to determine if the account should be turned back over to SAWS for further coordination with SAWS crews.

- 11. Will the Installation Vendor be required to relocate service lines, meters and meter boxes? If so, how will the Installation Vendor be compensated? Will a line item be added to the bid form?**

It is anticipated that the movement of these services will not be need to be completed. The Installation Vendor will not be responsible for moving the service or providing materials.

- 12. What type of billing system does SAWS currently use?**

SAWS currently utilizes an internally built COBOL (Common Business Oriented Language) for its billing system. However the interface required will be to SAWS work order system which is currently provided by Hansen.

- 13. Will the Installation Vendor be responsible for interfacing with SAWS’s billing system?**

The interface required will be to SAWS’ work order system which is currently provided by Hansen.

- 14. What is the depth of the meter setting?**

The depth of the meter setting should be 10” to 12”. The meter should have at least 4” of clearance between the top of the meter and the bottom of the meter lid, with the top of the meter lid/box sitting flush with the surface of the ground.

- 15. Are the meters located in setters? Or straight meter couplings?**

SAWS installation configuration requires a straight meter couplings only. No meter setters are utilized at SAWS.

- 16. What is the age of the service lines? What is the material for the service lines?**

The service lines leading up to the meter may be copper, brass or galvanized pipe. The customer side piping can be copper, galvanized, or PVC pipe. The service line age can vary. For the most part, the service lines are at least 15 years of age or greater.

- 17. Can you provide more detail (or maps) on the specific area selected for the 2013 Meter Replacement Program? Are they all within a specific region of the service territory?**

Yes, maps will be provided to the selected Installation Vendor. The meters in question are in specific meter reading routes within the SAWS service territory.

- 18. Does SAWS want the vendors to list exceptions to the General Conditions or any other Section of the RFP as part of the submittal packet?**

No.

- 19. For the 2012 deployment, we assigned 1 person to each installer (1:1 ratio) to go ahead of their assigned installer to clean and level the pits. Do you anticipate the pit conditions for this deployment being similar to those assigned last year?**

Yes.

- 20. What criteria or methodology will be used by SAWS in selecting the meters to be replaced?**

The register type will need to be changed from Gallons to CCF, and their age (greater than 15 years).

- 21. Will the accounts issued for meter replacement be complete routes? If not, can you please provide the anticipated minimum density per route? (i.e. what percent of the route will be assigned to the installation contractor?)**

This information has not been calculated at this time. However, SAWS does realize that the gallon meters are in very condensed areas. SAWS is looking to replace the older CCF meter in these areas as well, so that density is favorable.

- 22. Will the assigned routes be geographically contiguous?**

Some of the routes touch one another and others do not.

- 23. It is our understanding that there are meter boxes in the former Bexar Metropolitan District that do not meet the current SAWS specifications. Will these be replaced as part of this project? Can you provide an estimate of the number of meter box replacements that will be required?**

Coordination with the SAWS Project Manager/Inspector will need to occur so that the replacement of these meter boxes will need to occur if authorization is given. It is anticipated that less than 5% of the total number of meters replaced will require a new box.

- 24. Can you provide an estimate of the number of meter box repairs that may be required?**

See response to Question #23.

- 25. Section 2.10 specifies that prevailing wages must be paid for all work performed as part of this contract. Can you confirm that the correct wage classification for this contract will be Laborer, Utility - \$12.27 per hour?**

It is the responsibility of the Installation Vendor to ensure that the appropriate classification is being utilized when paying employees or subcontractors. Respondents, as well as the selected Installation Vendor, should reference the wage decision included within the specifications.

26. Can SAWS please provide percentage estimates for the types of service line material? (i.e. copper, galvanized, lead, PVC)

SAWS does not currently have this information available.

27. What percent of the meters will have PVC on the City side?

SAWS does not currently have this information available.

28. How many meter boxes may be located in the roadways?

SAWS does not currently have this specific information available on the number of meter boxes located on roadways. See Question #5 for additional information should this occur.

29. What percent of the assigned meters will be hard to access?

SAWS does not currently have this information available.

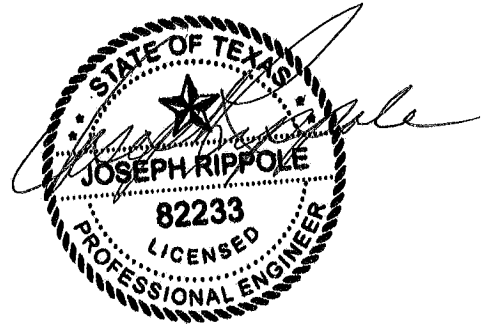
30. Does SAWS have an estimated percentage of meter pits expected to have debris that will require removal and cleaning?

SAWS does not currently have this information available.

31. Does SAWS have an estimated percentage of meter pits expected to require leveling?

SAWS does not currently have this information available.

Joseph R. Rippole, P.E.
SAN ANTONIO WATER SYSTEM



ACKNOWLEDGEMENT BY RESPONDENT

Each Respondent is requested to acknowledge receipt of this Addendum No. 1 on the Price Proposal and by his/her signature affixed hereto and to file same as an attachment to his/her proposal.

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

Date

Signature of Respondent

END OF ADDENDUM

Attachment "A"

CONTRACT

Contract No.: C-13-000-AA

Job No.: 00-0000

STATE OF TEXAS §
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement made and entered into this ___ day of _____, A.D, 2013, 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 _____, of the City of _____, County of *Bexar*, State of _____, 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 _____ **no/100 Dollars \$000,000.00**, for the San Antonio Water System Job No(s). _____ & _____, dated _____, the same being designated as San Antonio Water System Project _____.

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.

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 _____ calendar days from the construction start date **or until funds are exhausted, whichever comes first (delete if not applicable)** 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 2267, 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 \$25,000.00. 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.

Attachment "A"

The following documents, together with this Contract, comprise the Agreement, and they are as fully a part thereof as if herein repeated in full:

- The Invitation to Bidders
- The Instructions to Bidders
- The Proposal
- The Payment Bond
- The Performance Bond
- The General Conditions of the Contract
- The Special Conditions of the Contract
- The Supplemental Conditions of the Contract
- The Construction Specifications
- The Standard Drawings
- Addenda
- Change Orders
- Good Faith Effort Plan

The Plans, designated San Antonio Water System Project Job No(s) & Project Name.

In witness thereof of the Parties of these presents have executed this Agreement in the year and day of first above written.

SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, OWNER

By _____
Philip C. Campos, Jr., CPA
Director - Contracting

Date: _____

By _____
Contractor

By _____
(Signature)

(Print/Type Name)

Title _____

Date: _____

Attachment "A"
STATUTORY PERFORMANCE BOND
Pursuant to Vernon's Texas Government Code
Title 10, Chapter 2253, as amended

Bond No. _____

(Penalty of this Bond must be 100% of Contract Award)

KNOW ALL MEN BY THESE PRESENTS:

That Contractors business name & Address (hereinafter called "Principal"), as Principal, and _____, a Corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, and authorized under the laws of the State of Texas to act as surety on bonds for principals (hereinafter called "Surety"), are held and firmly bound unto THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, San Antonio, Bexar County, Texas (hereinafter called "Owner/Obligee"), in the amount of _____ and no/100 Dollars (\$000,000.00), for the payment whereof, Principal and Surety firmly bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, Principal has entered into a certain written contract with the Owner/Obligee, dated the ____ day of _____, 2013, consisting of Job No(s) _____ & _____; Project _____ (hereinafter called "the Contract"), which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall faithfully perform the work in accordance with the plans, specifications and Contract Documents, then this obligation shall be void; otherwise to remain in full force and effect.

NOW, THEREFORE, if Principal shall repair any and all defects in said work occasioned by and resulting from defect in materials furnished by, or workmanship of, Principal in performance of the work covered by the Contract, occurring during a period of within 24 months from the date of the Contract Completion Certification, therein this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 10, Chapter 2253, as amended, of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of this Chapter, to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, or other waiver or amendment of the terms of the Contract or to the work to be performed thereunder, nor any change in the method nor any change in the method or amount of payments stipulated to be made by Owner/Obligee under the Contract, shall relieve Surety of its obligations hereunder, and Surety hereby waives notice of any such change, extension of time, waiver or amendment of the terms of the Contract or to the work to be performed thereunder. The bond shall be automatically extended in time, without formal and separate amendment, to cover full and faithful performance of the Contract in the event of modification of the Contract, regardless of the length of time involved.

IN WITNESS THEREOF, Principal and Surety have signed and sealed this instrument on ____ day of _____, 2013.

Principal

Surety

By _____
Title _____
Address _____

By _____
Title _____
Address _____

Name, Address and Telephone Number of Resident Agent of Surety:

Attachment "A"
STATUTORY PAYMENT BOND
Pursuant to Vernon's Texas Government Code
Title 10, Chapter 2253, as amended

Bond No. _____

(Penalty of this Bond must be 100% of Contract Award)

KNOW ALL MEN BY THESE PRESENTS:

That Contractors business name & Address (hereinafter called "Principal"), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, and authorized under the laws of the State of Texas to act as surety on bonds for principals (hereinafter called "Surety"), are held and firmly bound unto THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, San Antonio, Bexar County, Texas (hereinafter called "Owner/Obligee"), in the amount _____ and no/100 Dollars (\$000,000.00), for the payment whereof, Principal and Surety firmly bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, Principal has entered into a certain written contract with the Owner/Obligee, dated the ____ day of _____, 2013, consisting of Job No(s) _____ & _____ ; Project _____ (hereinafter called "the Contract"), which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall faithfully pay in full all claimants supplying labor and material to Principal or to a subcontractor in the prosecution of the work provided for in the terms of the Contract Documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 10, Chapter 2253, as amended, of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of this Chapter, to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, or other waiver or amendment of the terms of the Contract or to the work thereunder, nor any change in the method nor any change in the method or amount of payments stipulated to be made by Owner/Obligee under the Contract, shall relieve Surety of its obligations hereunder, and Surety hereby waives notice of any such change, extension of time, waiver or amendment of the terms of the Contract or to the work thereunder. The bond shall be automatically extended in time, without formal and separate amendment, to cover full and faithful performance of the Contract in the event of modification of the Contract, regardless of the length of time involved.

IN WITNESS THEREOF, Principal and Surety have signed and sealed this instrument on the ____ day of _____, 2013.

Principal

Surety

By _____
Title _____
Address _____

By _____
Title _____
Address _____

Name, Address and Telephone Number of Resident Agent of Surety:
