



**2020 Annual Concrete Placement Work Order Construction Package II**  
**Solicitation Number: B-20-011-FG**  
**Job No.: 20-012999**

**ADDENDUM #1**  
**October 9, 2020**

To Bidder of Record:

This addendum, applicable to work referenced above, is an amendment to the bid proposal, plans and specification and 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: Is it possible to get 50 Work Order's in one week?**

Response: Yes. Please see SC-2.7 Performance Time: "The Contractor is required to provide sufficient equipment and crews to begin work efforts on up to ten (10) work orders per day."

**2. Question: Is there liquidated damages?**

Response: Yes. Please see the Supplemental Conditions, page SS-5 Article VIII. – Contract Completion Time. "Liquidated Damages, for the purpose of this contract, will be assessed at \$500 per work order per day over the ten (10) day window for completion, unless otherwise agreed upon by SAWS."

**3. Question: Are permit fees included in work orders or are they separate?**

Response: SAWS is responsible for obtaining all necessary street cut and right-of-way permits. Please see the revised Supplemental Conditions, Addendum 1, Article V – Contract Responsibilities (pg SS-2).

**4. Question: Is COSA inspector ask for something different then SAWS inspector, is there a line item for time loss?**

Response: No, there is no line item for time loss. Contractor shall follow SAWS Inspector when it comes to work order scope. The SAWS Inspector will negotiate with the COSA Inspector to determine the project scope for each work order. Work Order line items will cover all work deemed necessary by both SAWS and COSA ROW. Contractor will be notified prior to said changes being required.

**5. Question: Line item for small items? 4x10? Example, if we get items small in size, example 4x10, 3x5 all over San Antonio. Is there a line item for just small items? They have a small project line item and a large project item.**



Response: There is no specific line item for different job sizes. Each work order scope shall be covered by any required line items listed in the Bid Proposal.

**6. What is the amount of Liquidated Damages? And is it per WO?**

Response: Please see the Supplemental Conditions, page SS-4 Article VIII. – Contract Completion Time. “Liquidated Damages, for the purpose of this contract, will be assessed at \$500 per work order per day over the ten (10) day window for completion, unless otherwise agreed upon by SAWS.”

**7. Is there a warranty period? And if so for how long?**

Response: Yes, please see General Conditions 9.3 Correction Period/Warranty (page GC 49). “During a period of twenty four (24) months from and after the date of the Conditional Letter of Acceptance, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which is in the judgement of the Owner shall become necessary during such period.

<b>CHANGES TO SPECIFICATIONS</b>
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1) Insert the following Special Conditions:

**ARTICLE V – CONTRACT RESPONSIBILITIES**

Section 5.3.7 of the General Conditions shall be amended to read as follows:

San Antonio Water System (SAWS) is responsible for obtaining all necessary street cut and right-of-way permits. The Contractor shall make necessary arrangements to comply with any regulations, provisions, and requirements of any permit that may need to be issued for work to be performed within a governing entity’s right-of-way. SAWS will pay only for the first permit of each work order that is within the right-of-way of any governing right-of-way jurisdiction. If a permit extension is required, the Contractor must notify SAWS a minimum of four (4) calendar days prior to the expiration date of the permit. If the permit expires and needs to be reapplied for or renewed due to the Contractor’s failure to notify SAWS in a timely manner of the pending permit expiration date or the Contractor’s failure to meet the work order duration requirement, the Contractor will be required to reimburse SAWS for the cost of the permit. Additionally, the Contractor is responsible to reimburse SAWS for all permit fines or fees that are associated with improper traffic control, barricades, safety issues, or violations issued by any governing entity under the approved permit. SAWS retains the right to withhold future work orders until all permit fines and/or expired permit fees are reimbursed to SAWS. The cost of compliance with street cut and right-of-way permits is the responsibility of the Contractor and is subsidiary to pertinent items in the Bid Proposal. Additional compensation will not be allowed. The Contractor is responsible for obtaining all other necessary permits and inspections. The cost of obtaining and complying with these other necessary permits is the responsibility of the Contractor and is subsidiary to pertinent items in the Proposal. Additional compensation will not be allowed.



Section 5.3.8 of the General Conditions shall include the following sentences:

Project signs shall comply with all applicable ordinances and regulations of the governing jurisdiction. For the City of San Antonio, Municipal Code Chapter 29, Article IV "Excavations", Division 1 "General Provisions", Section 29-120 applies.

Section 5.3.9 of the General Conditions shall be replaced in its entirety with the following:

The Contractor shall take a minimum of three (3) photographs of the work site prior to commencement of work and after project completion, and immediately submit the pictures electronically to the SAWS representative for acceptance. The photos shall be electronically inscribed to document the date and time the pictures were taken. Photos shall be taken with a minimum 3.1 mega-pixel digital camera or as acceptable to SAWS and stored electronically in .jpeg format in named individual electronic folders according to each work order. The Contractor shall submit with each invoice all photos associated with the work orders being invoiced. All photography is considered subsidiary to the work and no separate payment will be made.

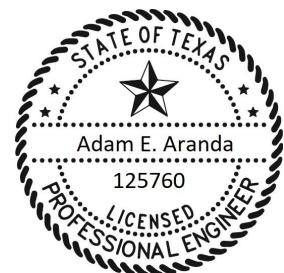
Section 5.3.11 of the General Conditions shall be deleted in its entirety.

<b>END OF ADDENDUM #1</b>
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This Addendum is eight (8) pages in its entirety, including one (1) attachment.

Attachment: 1) Supplemental Conditions (5 pages)

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## Supplemental Conditions

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### INSTRUCTIONS TO BIDDERS

Sections 1, 2, 4 and 24 are hereby deleted in their entirety and replaced with the following:

1. Bids will be submitted in accordance with the following:
  - a. **Electronic bids will be received by Contract Administration in the SAWS secured File Transfer Protocol (FTP) site. Personal/hand delivered** sealed bids will be received by Contract Administration **via a drop box located on the left wall when walking through the first set of double glass doors of the main Tower II entry on the north side of the building** at San Antonio Water System, 2800 U.S. Hwy 281 North, Customer Center Building, Suite 141, San Antonio, Texas 78212. **All** bids will be received until the time specified in the Invitation to Bidders.
  - b. If the submittal of a **hardcopy** sealed bid is by any means other than personal/hand delivery, then it is the bidder's sole responsibility to ensure the bid is delivered to San Antonio Water System, 2800 U.S. Hwy 281 North, San Antonio, Texas 78212, no later than the exact time specified in the Invitation to Bidders.
  - c. All bids errantly submitted or delivered to a location other than the exact locations stated above will be returned/ **deleted** and unopened.
  - d. All bids received after the exact time set for the bid opening in the Invitation to Bidders will be returned/ **deleted** and unopened.
  - e. The San Antonio Water System Contracting Office may, at its sole discretion, without waiver of rights or authority, in equity or at law, return **or delete** any unopened bids not meeting the exact requirements as stated above.
2. Bids will be opened in accordance with the following:
  - a. Bids will be opened **in a public WebEx meeting** and read aloud by a Contract Administration representative. Instruction on how to participate in this public WebEx meeting can be found in the Electronic Bid Opening Instructions.
  - b. The lowest bid received at the time of the bid opening shall be designated as the "apparent low bid," whether announced in that manner or not, and shall not represent an acceptance of an offer.
  - c. All bid results are unofficial, tentative and subject to verification on the day of the bid opening.
  - d. No bid may be withdrawn after the scheduled bid opening time without the written consent of a Contract Administration representative.



- e. The “official” bid results will be tallied on a “bid tabulation sheet” and posted within 10 business days of the bid opening on the San Antonio Water System’s website.
4. **Electronic** bids submitted on the original bid form attached herein must be titled with the solicitation number, date and time of the bid opening, and the project name. **Hardcopy** bids submitted on the original bid form attached herein must be sealed in an envelope plainly marked on the outside with solicitation number, the date and time of the bid opening, and project name.
24. To assist the San Antonio Water System Contracting Office in performing the bidder evaluation and subsequent recommendation of award, the apparent low bidder must submit upon request the following items within one (1) business day of the bid opening. Failure to provide the required information within the specific time, 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) Record of performance on three (3) similar projects completed within the last 5 years including name of project, amount of project, project duration, name, address, and telephone number of contact person for each project
  - (d) A completed and signed W-9 Request for Taxpayer Identification Number and Certification form.
  - (e) **A completed Good Faith Effort Plan.**
  - (f) **Conflict of Interest Questionnaire - Form CIQ**
  - (g) **Proof of Insurability (Letter from Insurer or Sample Certificate of Insurance)**

All other sections of the Instructions to Bidders shall remain the same.

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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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Section 5.3.8 of the General Conditions shall include the following sentences:

Project signs shall comply with all applicable ordinances and regulations of the governing jurisdiction. For the City of San Antonio, Municipal Code Chapter 29, Article IV "Excavations", Division 1 "General Provisions", Section 29-120 applies.

Section 5.3.9 of the General Conditions shall be replaced in its entirety with the following:

The Contractor shall take a minimum of three (3) photographs of the work site prior to commencement of work and after project completion, and immediately submit the pictures electronically to the SAWS representative for acceptance. The photos shall be electronically inscribed to document the date and time the pictures were taken. Photos shall be taken with a minimum 3.1 mega-pixel digital camera or as acceptable to SAWS and stored electronically in .jpeg format in named individual electronic folders according to each work order. The Contractor shall submit with each invoice all photos associated with the work orders being invoiced. All photography is considered subsidiary to the work and no separate payment will be made.

Section 5.3.11 of the General Conditions shall be deleted in its entirety.  
Remove Section 5.7.1.1.7.8 in its entirety.

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, for the purpose of this contract, will be assessed at \$500 per work order per day over the ten (10) day window for completion, unless otherwise agreed upon by SAWS. Liquidated Damages will be withheld from the monthly invoice payment.

The remaining sections of Article VIII shall remain the same.

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