



**SAN ANTONIO WATER SYSTEM
REGIONAL CARRIZO PROGRAM (RCP):
WATER DELIVERY PIPELINE PROJECT
SAWS Job No. 10-8607 (WATER)
Solicitation No. B-12-002-CM**

ADDENDUM NO. 3

March 26, 2012

TO BIDDER OF RECORD:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of the Water Delivery Pipeline Project, for the San Antonio Water System, San Antonio, Texas, Dated February 2012, as fully and completely as if the same were set forth therein.

PART 1 – BIDDING AND CONTRACT DOCUMENTS

1. BID PROPOSAL: REPLACE this section in its entirety with the attached section.
2. CONTRACT AGREEMENT: REPLACE this section in its entirety with the attached section.
3. SUPPLEMENTAL CONDITIONS:
 - a. ARTICLE IV. CONTRACT ADMINISTRATION: Section 4.6 of the General Conditions shall be amended as follows:

“CONTRACTORS – The Contractor shall perform the Work with its own organization on at least 40% of the total original contract price.

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.”

The remaining sections of Article IV shall remain the same.

- b. ARTICLE V. CONTRACT RESPONSIBILITIES: Section 5.4 of the General Conditions shall be amended as follows:

SUPERINTENDENTS - The Contractor shall keep on site pursuant to this Project during its progress a competent full time Superintendent who is a direct employee of the prime contractor and any necessary assistants, all satisfactory to the Owner.

The appointment of a designee in lieu of a full time superintendent shall not be allowed as part of this provision, therefore any reference to "designee" shall not be applicable."

The remaining section of this section shall remain the same.

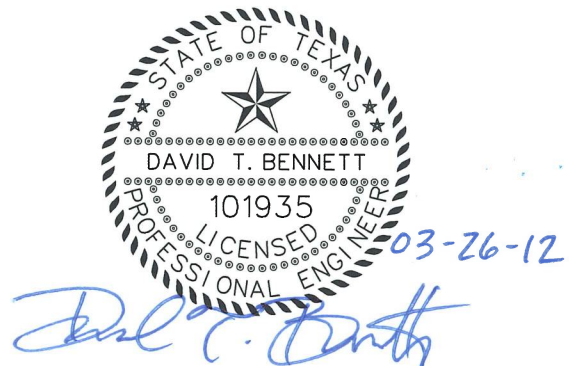
- c. ARTICLE VIII. CONTRACT COMPLETION TIME: Section 8.3 WORKING DAY/CALENDAR DAY CONTRACT is modified as follows as follows:

"For the purposes of this project this contract will have FIRM/FIXED COMPLETION DATES for Substantial Completion and Final Completion as noted on the form contract. All work other than minor clean up shall be completed on or before the date for Substantial Completion. Substantial Completion shall be as provided in the General Conditions being based on a Letter of Conditional Approval. Final Completion shall be based on the Final Acceptance being completed as required under the General Conditions of the Contract. For purposes of this Contract, Contract Time shall be determined by the Firm/Fixed Completion Dates provided in the Contract."

ALL BIDDERS SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 3 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.



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. 3 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. 3 are:

1. BID PROPOSAL
2. CONTRACT AGREEMENT
3. Revised Agenda and Meeting Notes from the Pre-Bid meeting held 3/16/2012

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 execution of the **REGIONAL CARRIZO PROGRAM: WATER DELIVERY PIPELINE PROJECT**, San Antonio Water System Job. No. 10-8607, 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)	QTY.	UNIT	UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
	<p align="center"><u>BIDDER MUST SELECT TYPE OF PIPE INCLUDED IN BID:</u> *Same type of pipe shall be provided for Bid Items No. 1 and No. 2.</p>		CHECK ONE BOX	<input type="checkbox"/> Polyurethane Coated Steel Pipe <input type="checkbox"/> Tape Coated Steel Pipe	
1.	36" Class 150 Water Transmission Main (Specification 02571) _____ Dollars and _____ Cents	34,965	LF	\$ _____	\$ _____
2.	36" Class 200 Water Transmission Main (Specification 02571) _____ Dollars and _____ Cents	25,607	LF	\$ _____	\$ _____
3.	54" Steel Casing by Bore (Specification 02400) _____ Dollars and _____ Cents	3,491	LF	\$ _____	\$ _____
4.	54" Steel Casing by Open Cut (Specification 02400) _____ Dollars and _____ Cents	555	LF	\$ _____	\$ _____
5.	Trench Excavation Safety Protection (Specification 02318) _____ Dollars and _____ Cents	57,081	LF	\$ _____	\$ _____

REGIONAL CARRIZO PROGRAM: WATER DELIVERY PIPELINE PROJECT

Job No. 10-8607

SAWS Solicitation No: B-12-002-CM

BID PROPOSAL

ITEM NO.	ITEM DESCRIPTION (PRICE TO BE WRITTEN IN WORDS)	QTY.	UNIT	UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
6.	36" Butterfly Valve (Specification 15103) _____ Dollars and _____ Cents	12	EA	\$ _____	\$ _____
7.	6" Air Valve Assembly (Specification 15117) _____ Dollars and _____ Cents	2	EA	\$ _____	\$ _____
8.	4" Air Valve Assembly (Specification 15117) _____ Dollars and _____ Cents	14	EA	\$ _____	\$ _____
9.	Drain Structure (Specification 02571) _____ Dollars and _____ Cents	17	EA	\$ _____	\$ _____
10.	30" Manway (Specification 02571) _____ Dollars and _____ Cents	22	EA	\$ _____	\$ _____
11.	36" Temporary Blow Off Assembly (Specification 02571) _____ Dollars and _____ Cents	3	EA	\$ _____	\$ _____
12.	36" Pipeline Closure Assembly (Specification 02571) _____ Dollars and _____ Cents	3	EA	\$ _____	\$ _____
13.	Internal Test Bulkhead (Specification 02571) _____ Dollars and _____ Cents	6	EA	\$ _____	\$ _____

REGIONAL CARRIZO PROGRAM: WATER DELIVERY PIPELINE PROJECT

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BID PROPOSAL

ITEM NO.	ITEM DESCRIPTION (PRICE TO BE WRITTEN IN WORDS)	QTY.	UNIT	UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
14.	Water Transmission Main Disinfection (Specification 02519) _____ Dollars and _____ Cents	7	EA	\$ _____	\$ _____
15.	Hydrostatic Testing (Specification 02643) _____ Dollars and _____ Cents	7	EA	\$ _____	\$ _____
16.	AC Rectifier/Anode System (Specification 13110) _____ Dollars and _____ Cents	2	EA	\$ _____	\$ _____
17.	Cathodic Protection Test Station (Specification 13110) _____ Dollars and _____ Cents	92	EA	\$ _____	\$ _____
18.	36" Monolithic Insulating Joint (Specification 13110) _____ Dollars and _____ Cents	3	EA	\$ _____	\$ _____
19.	Pavement Replacement (Crushed Stone) (Specification 02730) _____ Dollars and _____ Cents	89	LF	\$ _____	\$ _____
20.	Pavement Replacement (Asphalt) (Specification 02750) _____ Dollars and _____ Cents	353	LF	\$ _____	\$ _____
21.	Pavement Replacement (Concrete) (Specification 02775) _____ Dollars and _____ Cents	50	LF	\$ _____	\$ _____

REGIONAL CARRIZO PROGRAM: WATER DELIVERY PIPELINE PROJECT

Job No. 10-8607

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BID PROPOSAL

ITEM NO.	ITEM DESCRIPTION (PRICE TO BE WRITTEN IN WORDS)	QTY.	UNIT	UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
22.	Remove and Replace Concrete Curb (Specification 02775) _____ Dollars and _____ Cents	33	LF	\$ _____	\$ _____
23.	Remove and Replace Concrete Drop Structure (Specification 03300) _____ Dollars and _____ Cents	161	LF	\$ _____	\$ _____
24.	Remove and Replace Rock Filter Dam (Specification 02270) _____ Dollars and _____ Cents	20	LF	\$ _____	\$ _____
25.	Remove and Replace Concrete Drainage Flume (Specification 03300) _____ Dollars and _____ Cents	12	LF	\$ _____	\$ _____
26.	Remove and Replace Concrete Channel Rip Rap (Specification 03300) _____ Dollars and _____ Cents	10	LF	\$ _____	\$ _____
27.	Rock Rip Rap Creek Crossing (Specification 02271) _____ Dollars and _____ Cents	179	LF	\$ _____	\$ _____
28.	Concrete Cable Mats (Specification 02273) _____ Dollars and _____ Cents	472	LF	\$ _____	\$ _____
29.	Turf Reinforcement Mat (Specification 02270) _____ Dollars and _____ Cents	4,987	SY	\$ _____	\$ _____

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BID PROPOSAL

ITEM NO.	ITEM DESCRIPTION (PRICE TO BE WRITTEN IN WORDS)	QTY.	UNIT	UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
30.	Soil Retention Blanket (Specification 02270) _____ Dollars and _____ Cents	213,854	SY	\$ _____	\$ _____
31.	Flowable Fill (Specification 02253) _____ Dollars and _____ Cents	1,528	LF	\$ _____	\$ _____
32.	Trench Dam (Specification 02571) _____ Dollars and _____ Cents	15	EA	\$ _____	\$ _____
33.	Remove and Replace Existing Fence (Specification 02820) _____ Dollars and _____ Cents	1,250	LF	\$ _____	\$ _____
34.	Install Type 1 Gate (Specification 02820) _____ Dollars and _____ Cents	15	EA	\$ _____	\$ _____
35.	Pipeline Markers (Specification 02571) _____ Dollars and _____ Cents	38	EA	\$ _____	\$ _____
36.	Revegetation (Specification 02232) _____ Dollars and _____ Cents	94	AC	\$ _____	\$ _____
37.	Tree Protection (Specification 02232) _____ Dollars and _____ Cents	1	LS	\$ <u>XXXX.XX</u>	\$ _____
38.	Erosion and Sedimentation Controls (Specification 02270) _____ Dollars and _____ Cents	1	LS	\$ <u>XXXX.XX</u>	\$ _____

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BID PROPOSAL

ITEM NO.	ITEM DESCRIPTION (PRICE TO BE WRITTEN IN WORDS)	QTY.	UNIT	UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
39.	Traffic Control (Specification 01500) _____ Dollars and _____ Cents	1	LS	\$ <u>XXXX.XX</u>	\$ _____
40.	Bid Allowance for Miscellaneous Property Repairs, for work directed by OWNER (Specification 01020) Fifty Thousand Dollars and no Cents	1	LS	\$ 50,000.00	\$ 50,000.00
A. SUBTOTAL BASE BID AMOUNT					
_____ Dollars and _____ Cents				\$ _____	
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>REGIONAL CARRIZO PROGRAM: WATER DELIVERY PIPELINE PROJECT</i> , in accordance with the contract documents, complete in place. (Specification 01270) _____ Percent (Maximum of 10% of the <u>Line Item "A"</u> Sub-total Base Bid amount)	1	LS	\$ <u>XXXX.XX</u>	\$ _____
101.	Preparing Right-of-Way: This item includes remove and disposing of all obstructions from the right-of-way and from designated easements where removal of such obstructions is not otherwise provided for in the Drawings and Specifications. Work shall include furnishing all labor, materials, tools, equipment, incidentals required, complete in place. (Specification 02200) _____ Percent (Maximum of 5% of the <u>Line Item "A"</u> Sub-total Base Bid amount)	1	LS	\$ <u>XXXX.XX</u>	\$ _____
TOTAL BID AMOUNT (<u>Line Item "A"</u>, Mobilization & Preparing Right of Way)					
_____ Dollars and _____ Cents				\$ _____	

Mobilization and Demobilization lump sum bid shall be limited to a maximum 10% of the Line Item "A." Subtotal Base Bid Amount. Preparing Right-of-Way lump sum bid shall be limited to a maximum of 5% 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 and Item 101, Preparing Right-of-Way. **In the event of a discrepancy between the written percentage and dollar amount shown for Mobilization and Demobilization and/or Preparing Right-of-Way bid items, the bid item's written percentage will govern. If the percentage written exceeds the allowable maximum stated for Mobilization and Demobilization and/or Preparing Right-of-Way, SAWS reserves the right to cap the amount at the percentage shown and adjust the extensions of the bid item accordingly.**

BIDDER'S SIGNATURE & TITLE

FIRM'S NAME (TYPE OR PRINT)

FIRM'S ADDRESS

FIRM'S PHONE NO./FAX NO.

The Contractor herein acknowledges receipt of the following:

Addendum Nos. _____

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 that the Project shall be Substantially Complete by August 25, 2013, and Final Completion shall occur by October 25, 2013. **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 10 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 60 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 10 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 CONTRACTOR hereby agrees to commence work under this Contract within seven (7) calendar days after issuance by the SAWS of the written Authorization to Proceed. Under no circumstances shall the work commence prior to CONTRACTOR'S receipt of SAWS issued, written Authorization to Proceed. Work shall be Substantially Complete by August 25, 2013, and Final Completion shall occur by October 25, 2013.

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

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

SECTION B. – SMWB COMMITMENTS

The SMWB goal on this project is 17 %

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 17 % SMWB utilization on this contract.

_____ The proposer, (if unable to meet the SMWB goal of 17%), is committed to a minimum of _____% 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.

Name: _____

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).

1. 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.

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:

Name: _____

Title: _____

Signature: _____ 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 Sub-contracting 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: <https://saws.smwbe.com/>

SMWB Reporting Requirements

The contractor will be required to report the actual payments to all subcontractors, utilizing the Subcontractor 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 Subcontractor 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: <https://saws.smwbe.com/>

Training on the use of the system will be provided by SAWS. After the prime receives payment from SAWS, electronic submittals will require data entry of the amount paid to each subcontractor listed on the Contractor's Good Faith Effort Plan.

Respondents and/or their agents may contact Marisol V. Robles, SMWB Program Manager, at 210-233-3420 for assistance or clarification with issues specifically related to the Small, Minority, and Woman-owned Business (SMWB) Program policy and/or completion of the *Good Faith Effort Plan*, and S.P.U.R. System reporting.

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 7th 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.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
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.

OFFICE USE ONLY

Date Received

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 filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer 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

Date

CONTRACT

Contract ID #

STATE OF TEXAS §
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement made and entered into this ___ day of ___, A.D, 2012, 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's Dollars \$000,000.00, for the San Antonio Water System Job Nos. _____, 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 provided on 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. Any other provision contained within the Contract Documents notwithstanding, this contract has firm fixed completion dates. The date for Substantial Completion shall be on or before August 25, 2013 and the date for Final Completion shall be on or before October 25, 2013. All work other than minor clean up shall be completed on or before the date for Substantial Completion. Substantial Completion shall be as provided in the General Conditions being based on a Letter of Conditional Approval. Final Completion shall be based on the Final Acceptance being completed as required under the General Conditions of the Contract.

It is agreed and understood by the Owner and the Contractor that the provisions of Chapter 252, of the Texas Local Government Code, apply to this contract. The terms of the aforementioned state law are incorporated herein by reference. Contractor and Owner Agree that as a public body, Owner is authorized by such state law to negotiate change orders up to and including the amount of \$25,000.00 acting by and through its duly designated administrative officer (Contracting Officer). It is agreed and understood that any change orders which increase the work of the contract in excess of 25% of the bid contract price, must be subject of a supplemental agreement approved by the San Antonio Water System Board of Trustees of San Antonio as in case of original contracts. The work of the contract may be decreased over 25% 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.

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 _____
Robert R. Puente
President/Chief Executive Officer

Date: _____

By _____
Contractor

By _____
(Signature)

Date: _____

(Print/Type)

Title _____

SAN ANTONIO WATER SYSTEM
REGIONAL CARRIZO PROGRAM: WATER DELIVERY PIPELINE PROJECT
PROJECT NO 10-8607-207
SOLICITATION NO B-12-002-CM

MANDATORY PREBID CONFERENCE: MARCH 16, 2012
SAWS HQ, TOWER 2 ROOM 145-10:30AM

AGENDA (MEETING NOTES ARE SHOWN IN RED)

NOTE: THE PRE-BID AGENDA AND MEETING NOTES ARE PROVIDED FOR REFERENCE ONLY AND ARE AS FOLLOWS:

Introduction (The agenda was covered in its entirety by Sean Reich (SAWS PM) and David Bennett (Freese & Nichols PM/ Project Design Engineer))

Mandatory Pre-bid

- Sign in sheet (It was stated that the pre-bid meeting was mandatory, all attendees must sign-in in order for their bids to be accepted)

Bid/Award/NTP Proposed Timeline

- March 23, 2012: Addendum Posted
 - Response to written questions
 - Revisions to drawings and specifications
- Conference Memo of today's meeting, including copy of sign-in sheet (posted w/addendum) (It was stated that all questions should be submitted in writing for further clarification to SAWS Contracting Dept., per the invitation to bidders).
- March 29, 2012: Bid Opening
- May 1, 2012: SAWS Board award contract
- Early June 2012: Notice to Proceed

Water Delivery Pipeline Project Overview

- Approximately 60,600 L.F. of 36-inch steel water transmission main
 - Polyurethane Coated or Tape Coated steel pipe (it was stated that the bidders must check the appropriate box on the bid proposal, same type of pipe shall be provided for the entire project)
 - Class 150 and Class 200 pipe
- Approximately 3,500 L.F. of 54-inch steel casing by bore
- Impressed Current Cathodic Protection System
- All appurtenant structures, including but not limited to air valves, drain structures, butterfly valves.

- Hydrostatic testing; disinfection and all other testing as required
- Easement clearing and restoration

Easement Status

- Easement acquisition is ongoing

Bid Allowance (it was stated that SAWS included the bid allowance in the bid proposal to allow for any landowner special conditions resulting from ongoing easement negotiations that may not be finalized prior to the bid opening)

Construction Management Team

- Black & Veatch (Program Manager) will provide Construction Management services
- Freese & Nichols (Design Engineer) will provide construction phase services
- SAWS inspectors will provide oversight

Project Requirements

- Project Completion Dates (It was stated that the project completion dates are firm dates, the pipeline project must be completed on time in order for the pump station project to complete the final testing and commissioning)
 - Substantial Completion: August 25, 2013
 - Final Completion: October 25, 2013
- Liquidated Damages
 - Substantial Completion: \$600/day over the contract performance period through September 30, 2013, \$1,500/day thereafter
 - Final Completion: \$1,500/day over the contract performance period through November 30, 2013, \$3,500/day thereafter, additive to other liquidated damages
- Equal Materials
 - Manufacturers and suppliers of materials specifically listed in the Contract Documents shall be provided without exception. After the Contract has been executed, Contractor may submit an “or equal” material to SAWS for review
- Permits
 - Unless otherwise provided, Contractor is responsible for acquiring all permits required for the project.
 - Permits acquired by SAWS are listed under the Supplemental Conditions, Contractor is responsible for renewing permits as required.
 - SAWS will assist Contractor, as necessary to in obtaining the required permits and renewals.
- Construction Schedule and Sequence (it was stated that due to ongoing easement negotiations, SAWS may issue an addendum requiring that work not begin on certain parcels until approximately 60-90 days after notice to proceed)

- Work shall begin at Station 0+79 and proceed to Station 605+15.
 - Boring and tunneling may proceed ahead of pipe laying operation
- Project Staking is the responsibility of the Contractor.
 - Licensed Surveyor required
- Work within drainage areas
 - SAWS has acquired storage areas in various locations as shown on the plans. (an overhead map was used to show general locations, it was stated that all storage areas acquired by SAWS are shown on the project plans)
 - No storage of materials, equipment, spoils or embedment will be allowed in the drainage areas during outside of working hours.
 - Contractor may acquire additional storage areas if necessary at the Contractors expense. A copy of the agreement must be provided to SAWS prior to use.
- Submittals
 - Steel Pipe & Coatings (it was stated that due to the required completion dates, time is of the essence, and the Contractor is encouraged to have all critical path shop drawing submittals such as steel pipe, coatings, casing pipe, etc. ready to submit upon SAWS issuing Notice to Proceed on the contract.)
 - Steel Casing Pipe & Boring
 - Pipe Embedment
 - Appurtenances & Misc. (pipe embedment, valves, drains, concrete, paving, restoration, etc.)
- Site restoration (it was stated that landowners are sensitive timely surface restoration after completion of pipe laying operations, and the Contractor will be required to complete site restoration within time limits provided in the Contract Documents)
- Turf Reinforcement Mats
- Tie-in/Closure Coordination (locations of the tie-in/closure points were identified on the overhead map, and it was stated that the Pipeline Contractor will be required to coordinate with the Pump Station Contractor ahead of time for all tie-ins.)
- Restrained joints as shown on plans (locations of restrained joints and plan symbology indicating these locations were discussed.)
- Geotechnical and buried utility information (it was stated that geotechnical report information and locations of utilities are shown for informational purposes only. The contractor is required to locate and verify all utilities prior to the manufacture of pipe.)
- Water for testing/disinfection
 - Spec 02643, SAWS will determine availability upon written request from Contractor
- Web-based project management system (Prolog) (it was stated that SAWS is in the process of upgrading Prolog software and that the upgrade should be completed prior to notice to proceed)
 - Spec 01110, SAWS will provide training for up to 4 Contractor designated personnel

- All submittals will be electronically transmitted using Prolog

Closing Comments

Nothing discussed during the pre-bid conference changes anything in the Bidding/Contract documents. Bidder is to strictly bid the written documents. Any changes to these Contract documents will be issued by written addendum. The meeting notes will be for information purposes only.

- Technical questions regarding this project will be accepted by Cynthia Medina, in writing via email to cgmedina@saws.org or by fax to: (210) 233-5332 until 4:00 PM (CST) on March 20, 2012. Answers to the questions will be included as supplementary information and/or included via addendum.
- Bids are due prior to 2:00 PM (CST) March 29, 2012 at the Contract Administration Division, 2800 US Hwy 281 North, Customer Center Building, Suite 171, San Antonio, TX 78212 (The bidding requirements were summarized by Rosalee Arcos/SAWS Contracting)

It was stated that if further clarification was required, that all questions should be submitted to SAWS contracting per the invitation to bidders

Questions

Question: If the Contractor chooses to use SAWS Naco PS as their source of water for hydrostatic testing and disinfection, will SAWS charge them for the water?

Response: No, but SAWS will require the water to be metered.

Question: Does that apply to water required for soil compaction as well, where the Contractor would likely need to utilize a water truck?

Response: SAWS will provide the water at no cost within SAWS' service area, but will require the water usage to be metered. The Contractor will be required to coordinate usage of water with each City as required within the respective city limits along the pipeline route.

Question: Will utility location be required prior to the manufacture of pipe?

Response: Yes, per the Contract Documents, the contractor is required to locate and verify all utilities prior to the manufacture of pipe.

Question: Is all lab work acceptance testing paid for by the Contractor?

Response: Unless otherwise noted in the Contract General Conditions or Specifications, the Contractor is responsible all costs associated with lab work acceptance testing.

Question: If the Contractor is required to work overtime, is there an additional charge for the Owners inspection services?

Response: Reference Contract General Conditions 8.3

Question: Clarification was requested on how SAWS will apply the 5% retainage to the Measurement and Payment Specification.

Response: It was stated that SAWS is currently evaluating the measurement and payment specification and anticipates an Addendum will be issued to clarify.

Question: Clarification was requested on the quantities of flowable fill shown in the plans as incidental to certain bid items and as a separate pay item in other locations.

Response: It was stated that Clarification will be provided via Addendum.