



W31: IH-10 Boerne Stage to Old Fredericksburg Sanitary Sewer

Solicitation Number: CO-00068

Job No.: 09-2502

ADDENDUM 1

September 19, 2016

To Bidder of Record:

This addendum, applicable to work referenced above, is an amendment to the bid proposal, plans and specifications and as 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.

CHANGES TO THE SPECIFICATIONS

1. Invitation to Bidders that reads:

Sealed bids will be received by the Contract Administration Division, 2800 U.S. Hwy 281 North, Customer Center Building, Suite 171, San Antonio, Texas 78212, **until 3:00 PM (CT), October 10, 2016**. Bids will then be publicly opened and read aloud in Contract Administration, CR-C239, Customer Center Building, 2800 U.S. Hwy 281 North, San Antonio, Texas.

Is amended to read:

Sealed bids 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 PM (CT), October 7, 2016**. Bids will then be publicly opened and read aloud in Contract Administration, CR-C137, Customer Center Building, 2800 U.S. Hwy 281 North, San Antonio, Texas.

The revised Invitation to bidders (IV-1) is issued with this addendum.

2. Bid Proposal Page 1 (BP-1) is amended to remove "OR PRICE" from the title and a reference to "or Invitation for Competitive Sealed Proposals".

The revised Bid Proposal Signature Page (BP-1) is issued with this addendum and is the version Bidders shall use when submitting a bid for this project.

3. The second page of the CONTRACT (CA-2) that reads:

"All work specified in these Contract Documents shall be completed within 720 calendar days from the construction start date indicated on the written Authorization to Proceed."

Is amended to read:

"All work specified in these Contract Documents shall be completed within 540 calendar days from the construction start date indicated on the written Authorization to Proceed."

The revised Page (CA-2) is issued with this addendum.

4. The third page of the CONTRACT (CA-3) that includes a signature line and a references to the “Director-Contracting” has been changed to “President/Chief Executive Officer”.

The revised Page (CA-3) is issued with this addendum.

5. The header of the second page of the STATUTORY PAYMENT BOND (PB-2) has been re-formatted to match PB-1.

The revised Page (PB-2) is issued with this addendum.

6. The 28th page of the Special Provisions to the Technical Specifications (SPTS-28) has been modified to remove extraneous red marks.

The revised Page (SPTS-28) is issued with this addendum.

7. On the first page of the Supplemental Conditions (SS-1) the second sentence of the second paragraph has been modified to correct a typo (“two” was misspelled). The sentence is amended to read as follows:

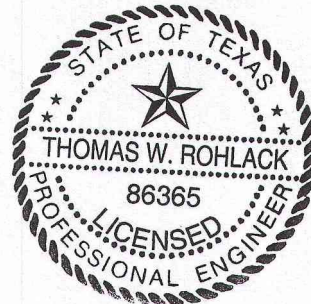
Please view the two videos for Business Entities for further clarification.

The revised Page (SS-1) is issued with this addendum.



9/19/16

Thomas W. Rohlack, PE, BCEE
CAS Consulting & Services, Inc.



END OF ADDENDUM

INVITATION TO BIDDERS

Solicitation No. CO-00068

Sealed bids are requested by the San Antonio Water System for the Elimination of the Falcon Lift Station (LS #169) and Woodland Hills Lift Station (LS #232) and replacement of approximately 16,609 linear feet of existing 8-inch, 10-inch and 12-inch force main with approximately 20,000 linear feet of 33-inch, 36-inch and 42-inch gravity sewer main for the **W-31 IH-10 Boerne Stage to Old Fredericksburg Rd. Project**, SAWS Job No. 09-2502.

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 210-233-3894.

For questions regarding this solicitation, technical questions or additional information, please contact Rosalee Arcos, Contract Administrator, in writing via email to: Rosalee.Arcos@saws.org until **4:00 PM (CT)** on **September 29, 2016**. Answers to the questions will be posted to the web site by **4:00 PM (CT)** on **October 04, 2016** as a separate document or included as part of an addendum.

A **mandatory** pre-bid meeting will be held at **10:00 AM (CT) on September 27, 2016** at the San Antonio Water System's Customer Service Building, 1st floor, Conference Room CR-C145, 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-Bid Meeting be allowed to submit a bid for the project.

Sealed bids 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 PM (CT), October 7, 2016**. Bids will then be publicly opened and read aloud in Contract Administration, CR-C137, Customer Center Building, 2800 U.S. Hwy 281 North, San Antonio, Texas. Each bid must be accompanied by a cashier's check, certified check, or bid bond in an amount not less than five percent of the total bid price.

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.

Any contract(s) awarded under this Invitation for Bids is subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act.

BID PROPOSAL

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

THE SAN ANTONIO WATER SYSTEM:

Pursuant to Instructions and Invitation to Bidders, the undersigned proposes to furnish all labor and materials as specified and perform the work required for the project as specified, in accordance with the Plans and Specifications for the following prices to wit:

(PLEASE SEE ATTACHED PDF LIST OF BID ITEMS)

TOTAL BID PRICE \$ _____

Mobilization and Prep of ROW shall be limited to the maximum percentage shown. **If the percentage exceeds the allowable maximum stated for mobilization and or preparation of ROW, SAWS reserves the right to cap the amount at the percentages shown and adjust the extensions of the bid items accordingly.**

BIDDER'S SIGNATURE & TITLE

FIRM'S NAME (TYPE OR PRINT)

FIRM'S ADDRESS

FIRM'S PHONE NO. /FAX NO.

FIRM'S EMAIL ADDRESS

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 to complete the Project within **540** calendar days after the start date, or until funds are exhausted, whichever comes first, as set forth in the Authorization to Proceed. **The bidder understands and accepts the provisions of the contract Documents relating to liquidated damages of the project if not completed on time.**

Complete the additional requirements of the Bid Proposal which are included on the following pages.

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 540 calendar days from the construction start date 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 2269, 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.

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 or Invitation for Competitive Sealed Proposals
- The Instructions to Bidders or Instructions to Respondents
- The Supplementary Instructions to Respondents (if applicable)
- The Bid Proposal or Price 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 **09-2502**

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(SIGNATURE PAGE FOLLOWS)

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 _____

President/Chief Executive Officer

Date: _____

By _____

Contractor

By _____

(Signature)

(Print/Type Name)

Title _____

Date: _____

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 «Company Name»«Street Address»«City and State»«Zip Code» (hereinafter called "Principal"), as Principal, and «Surety Name», a corporation organized and existing under the laws of the State of «Suretys State », with its principal office in the City of «City of Suretys Principal Office», 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 «Written Contract Amt» Dollars «Formatted Price», 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 «Board Date» day of «Board Month», «Board Year» consisting of «Job No» ; «Project Name» (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 _____, 2016.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

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

- i. Damages to SAWS infrastructure or private property.
- ii. Costs associated with sanitary sewer overflows including: regulatory fines; sewage and debris cleanup; debris disposal at an appropriate landfill; disinfection of all surfaces which have come in contact with the sewage.
- iii. Costs associated with locating and retrieving lost or dislodged plugs.

864.5 MEASUREMENT AND PAYMENT: Measurement of the work for pipe plugs shall be incidental to the work and will not have a separate pay item.

End of Special Provision

Supplemental Conditions

For applicable contracts entered into after January 1, 2016, a new ethics law was enacted by H.B. 1295 in 2015 that prohibits a governmental entity from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties Form 1295. The Texas Ethics Commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.

Please go to the Texas Ethics Commission Website. Please view the two videos for Business Entities for further clarification.

https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Instructions to Bidders

Instruction to Bidders IB-1

Instruction to Bidders IB-1, First Paragraph of Item No. 24, Page IB-7 shall be replaced with the following:

“All bidders shall submit the following with their bid - Item (C) Record of Performance on three (3) similar projects completed within the last five (5) years including name of project, amount of project, project duration, name, address, and telephone number of contact person for each project. Failure to provide the required information may result in determining a non-responsive bidder.”

The remainder of item #24 is unchanged.

General Conditions of the Contract

ARTICLE IV. – CONTRACT ADMINISTRATION

Page GC-13: Section 4.4 SUBCONTRACTORS 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 “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 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 Contractors 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.