



SAN ANTONIO WATER SYSTEM
I.H. 10 Ground Storage Tank
Rehabilitation and Painting Project
SAWS Job No. 13-0118
Solicitation No. B-16-021-GC

ADDENDUM NO. 1

September 27, 2016

TO BIDDER OF RECORD:

The following changes, additions, and/or deletions are hereby made as part of the Contract Documents for the I.H. 10 Ground Storage Tank Rehabilitation and Painting Project, for the San Antonio Water System, San Antonio, Texas, dated September 2016, as fully and completely as if the same were set forth therein.

PART 1 – BIDDING AND CONTRACT DOCUMENTS (NOT USED)

1. TABLE OF CONTENTS

REMOVE the following specifications:

01310 Construction Progress Schedule
01700 Execution and Closeout Requirements
15106 Motor Operated Ball Valves

2. BID PROPOSAL

REPLACE the Bid Proposal in its entirety with the attached Bid Proposal.

3. PROPOSAL CERTIFICATION

REPLACE the Proposal Certification in its entirety with the attached Proposal Certification.

4. SUPPLEMENTAL CONDITIONS

REPLACE the Supplemental Conditions in its entirety with the attached Supplemental Conditions.

5. SPECIAL CONDITIONS

REPLACE the Special Conditions in its entirety with the attached Special Conditions.

PART 2 – TECHNICAL SPECIFICATIONS

1. SECTION 01020, ALTERNATES AND ALLOWANCES

REMOVE paragraph 1.01.B.6 in its entirety.

2. SECTION 01025, MEASUREMENT AND PAYMENT

- a. REVISE paragraph 1.02.A.4.c.4.e.2.e.iii with the following:

“iii. ~~Specification 01310~~ “Construction Progress Schedules””

- b. REVISE the first sentence in paragraph 1.03.B.2 as follows:

“2. Final payment requires additional procedures and documentation per **the General Conditions. Section 01700** “Execution and Closeout Requirements.””

- c. REVISE paragraph 1.03.D as follows:

“D. Provide a revised and up-to-date Progress Schedule per ~~Section 01310~~ “Construction Progress Schedules” **the General Conditions** with each Application for Payment”

- d. REVISE paragraph 1.06.D.1.g as follows:

“g. Furnish all materials, labor and equipment for replacement of vault roof, ladder, sump pump, piping supports, **and** recoating vault piping, ~~removal and replacement of 20 inch ball valve, restrained flange coupling adapter, and steel piping in valve vault as indicated in the plans. Ball valve replacement including replacement~~ **rehabilitation** of concrete valve support, ~~electric actuator and installation of NEMA 4X 316 S.S. control panel for valve and all appurtenant work indicated at the valve vault. All of this Work shall be included in the lump sum price listed on the BID PROPOSAL and shall be in accordance with the Technical Specifications and Drawings.”~~

3. SECTION 01040, PROJECT COORDINATION

- a. REMOVE paragraph 1.04.A.3 in its entirety.

- b. REVISE paragraph 1.04.A.5.a as follows:

“a. ~~Preliminary construction schedule per Section 01310~~ “Construction Progress Schedule **Baseline Schedule**”.

4. SECTION 01300, SUBMITTAL PROCEDURES

REVISE paragraph 1.06.H as follows:

“H. Submit Progress Schedules (SCH) in accordance with ~~Section 01310~~ “Construction Progress Schedule” **the General Conditions.**”

5. SECTION 01310, CONSTRUCTION PROGRESS SCHEDULE:

REMOVE this specification in its entirety.

6. SECTION 01700, EXECUTION AND CLOSEOUT REQUIREMENTS

REMOVE this specification in its entirety.

7. SECTION 01730, OPERATIONS AND MAINTENANCE DATA

REVISE paragraph 1.03 as follows:

“Provide copies of the manufacturer’s warranties, guarantees, or service agreements in accordance with the **General Conditions**. ~~Section 01700 “Execution and Closeout Requirements.”~~”

8. SECTION 15106, MOTOR OPERATED BALL VALVES

REMOVE this specification in its entirety.

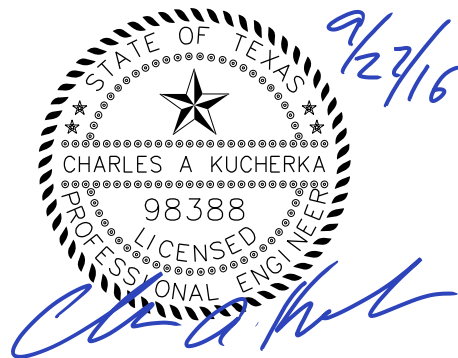
PART 3 – DRAWINGS

1. SHEET C-10

DELETE call out “REFER TO BID FORM FOR SUPPLEMENTAL ITEM TO REPLACE 20” COUPLING, STEEL SPOOL PIPING AND BALL VALVE, COMPLETE.”

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

Charles A. Kucherka, P.E.
Freese and Nichols, Inc.



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

ACKNOWLEDGEMENT BY BIDDER

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

Date _____ Signature of bidder _____

Appended hereto and part of Addendum No. 1 is:

1. SECTION BP “BID PROPOSAL”
2. SECTION PC “PROPOSAL CERTIFICATION”
3. SECTION SS “SUPPLEMENTAL CONDITIONS”
4. SECTION SC “SPECIAL CONDITIONS”

I.H. 10 Ground Storage Tank Rehabilitation and Painting Project
SAWS Job Number 13-0118
Solicitation No. B-16-021-GC

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 for Competitive Sealed Proposals, the undersigned proposes to furnish all labor and materials as specified and perform the work required for the rehabilitation of the **I.H. 10 Ground Storage Tank Rehabilitation and Painting Project, San Antonio Water System Job Number 13-0118** in accordance with the Plans and Specifications for the following prices to wit:

BASE UNIT PRICES FOR:

Item No.	Description (Price to be written in words)	Unit	Estimated Quantity	Unit Price	Extended Amount
1.	Storm Water Pollution Prevention Plan – Furnish all materials, labor, and equipment to design, implement and maintain a Storm Water Pollution Prevention Plan, including all erosion control structures, seeding disturbed areas, including those indicated as alternate bid items, and all appurtenant work, in accordance with the contract plans and specifications, complete in place. _____ Dollars and _____ Cents	LS	1	\$ _____	\$ _____

BASE UNIT PRICES FOR:

Item No.	Description (Price to be written in words)	Unit	Estimated Quantity	Unit Price	Extended Amount
2.	<p>I.H. 10 Ground Storage Tank Rehabilitation – Furnish all materials, labor and equipment for the rehabilitation of a 3.0 million-gallon ground storage tank, including, but not limited to modifications to hatches, ladders, handrails, vents, miscellaneous structural repairs, replacement of drain valves, 36” butterfly valve and piping, tap modifications, tap and pressure transmitter line from valve vault to new electrical rack, improvements to tank over flow vault, trench safety, site grading around tank, site restoration, and all appurtenant work not specifically identified by other bid items, in accordance with the contract plans and specifications complete in place.</p> <p>Bidder must indicate the coating system manufacturer to be used by checking one of the following:</p> <p>_____ Carboline _____ The Sherwin Williams Co. _____ PPG Industries _____ Tnemec Company, Inc.</p> <p>_____ Dollars</p> <p>and _____ Cents</p>	LS	1	\$ _____	\$ _____

BASE UNIT PRICES FOR:

Item No.	Description (Price to be written in words)	Unit	Estimated Quantity	Unit Price	Extended Amount
3.	Exterior Coating – Furnish all materials, labor and equipment to coat the exterior of the 3.0 MG ground storage tank, including tank piping and valves and all appurtenances, including containment, surface preparation and all appurtenant work, in accordance with the contract plans and specifications complete in place. _____ Dollars and _____ Cents	LS	1	\$ _____	\$ _____
4.	Interior Coating – Furnish all materials, labor and equipment to coat the interior of the 3.0 MG ground storage tank and appurtenances, including surface preparation and all appurtenant work, in accordance with the contract plans and specifications complete in place. _____ Dollars and _____ Cents	LS	1	\$ _____	\$ _____
5.	Dehumidification – Furnish all materials, labor and equipment to provide dehumidification during surface preparation, coating and curing of the interior of the 3.0 MG ground storage tank and all appurtenant work, in accordance with the contract plans and specifications complete in place. _____ Dollars and _____ Cents	LS	1	\$ _____	\$ _____

BASE UNIT PRICES FOR:

Item No.	Description (Price to be written in words)	Unit	Estimated Quantity	Unit Price	Extended Amount
6.	<p>Hydropneumatic Tank Rehabilitation – Furnish all materials, labor, and equipment to rehabilitate the hydropneumatic tank, including but not limited to surface preparation and recoating the exterior of the hydrotank and associated equipment, conduit and airline supports, replace all corroded electrical fittings at junction boxes, replace damaged conduits and connections where existing insulation and connections are frayed or damaged, high pressure water washing foundation and all appurtenant work, in accordance with the contract plans and specifications complete in place.</p> <p>_____ Dollars and _____ Cents</p>	LS	1	\$ _____	\$ _____
7.	<p>Valve Vault – Furnish all materials, labor and equipment for replacement of vault roof, ladder, sump pump, piping supports, and recoating vault piping, including rehabilitation of concrete valve support and all appurtenant work indicated at the valve vault, all in accordance with the contract plans and specifications, complete in place.</p> <p>_____ Dollars and _____ Cents</p>	LS	1	\$ _____	\$ _____

BASE UNIT PRICES FOR:

Item No.	Description (Price to be written in words)	Unit	Estimated Quantity	Unit Price	Extended Amount
8.	<p>Above Grade Pumps Piping Modifications - Furnish all materials, labor, and equipment to provide piping improvements on above grade pumps and piping, including removal of venturi meters, installation of check valves and ductile iron spool pieces, combination air release valves, rehabilitation of concrete valve supports, replacement of pipe supports, replacement of couplings as indicated on the plans, removal of air release valves on suction and discharge headers and all appurtenant work, in accordance with the contract plans and specifications complete in place.</p> <p>_____ Dollars and _____ Cents</p>	LS	1	\$ _____	\$ _____
9.	<p>Recoating Pumps and Piping – Furnish all materials, labor and equipment to recoat pumps, piping, valves, pressure washing pump and MCC foundation, replacement of safety and identification labels, replacement of piping and valve insulation, miscellaneous site coating improvements to vents, fire hydrant, drain piping, etc., including surface preparation and containment and all appurtenant work, in accordance with the contract plans and specifications complete in place.</p> <p>_____ Dollars and _____ Cents</p>	LS	1	\$ _____	\$ _____

BASE UNIT PRICES FOR:

Item No.	Description (Price to be written in words)	Unit	Estimated Quantity	Unit Price	Extended Amount
10.	<p>Motor Control Center Cabinets Recoating – Furnish all materials, labor and equipment to recoat motor control center cabinets and other electrical panels identified, including replacement of safety and equipment identification labels, surface preparation, containment and all appurtenant work, in accordance with the contract plans and specifications complete in place.</p> <p>_____ Dollars and _____ Cents</p>	LS	1	\$ _____	\$ _____
11.	<p>Pumps and Discharge Piping Pressure Switches and Ultrasonic Flow Meter Electrical Modifications - Furnish all materials, labor and equipment to replace existing electrical junction boxes, pressure switches, above grade conduits and all appurtenant work at pump suction piping and at existing ultrasonic flow meters, in accordance with the contract plans and specifications complete in place.</p> <p>_____ Dollars and _____ Cents</p>	LS	1	\$ _____	\$ _____

BASE UNIT PRICES FOR:

Item No.	Description (Price to be written in words)	Unit	Estimated Quantity	Unit Price	Extended Amount
12.	Instrumentation and SCADA – Furnish all materials, labor, and equipment for electrical, instrumentation and SCADA work associated with the ground storage tank rehabilitation including, but not limited to installing new cathodic protection system, removing and replacing conduits and panels on the ground storage tank, installing new electrical rack with canopy, site lighting, level controls, duct banks, startup and testing and all other appurtenant work, including all other electrical work indicated on the plans and in the specifications that are not specifically identified in other bid items, in accordance with the contract plans and specifications complete in place. _____ Dollars and _____ Cents	LS	1	\$ _____	\$ _____
13.	Interior Grinding – Furnish all material, labor, equipment and appurtenances for “interior grinding”, complete in place. _____ Dollars and _____ Cents	MH	100	\$ _____	\$ _____
14.	Seam Welding – Furnish all material, labor, equipment and appurtenances for “seam welding”, complete in place. _____ Dollars and _____ Cents	LF	100	\$ _____	\$ _____

BASE UNIT PRICES FOR:

Item No.	Description (Price to be written in words)	Unit	Estimated Quantity	Unit Price	Extended Amount
15.	Pit Welding – Furnish all material, labor, equipment and appurtenances for “pit welding”, complete in place. _____ Dollars and _____ Cents	IN ²	100	\$ _____	\$ _____
16.	Pit Filling – Furnish all material, labor, equipment and appurtenances for “pit filling”, complete in space. _____ Dollars and _____ Cents	GAL	20	\$ _____	\$ _____
17.	Additional Work – Furnish all material, labor, equipment and appurtenances for “additional work”. _____ Dollars and _____ Cents	MH.	100	\$ _____	\$ _____
18.	Tank Floor Plate Replacement – Furnish all material, labor, equipment and appurtenances for supplemental “tank floor plate replacement”, complete as specified and shown on the drawings. _____ Dollars and _____ Cents	SF	200	\$ _____	\$ _____

BASE UNIT PRICES FOR:

Item No.	Description (Price to be written in words)	Unit	Estimated Quantity	Unit Price	Extended Amount
19.	Interior Caulking and Sealing – Furnish all material, labor, equipment and appurtenances for supplemental “interior caulking and sealing”, complete as specified and shown on the drawings. _____ Dollars and _____ Cents	LS	1	\$ _____	\$ _____
20.	Interior Tank Rafters (14” x 5” x 3/8”) – Remove and replace interior tank 14” x 5” x 3/8” H-Beam rafters including all appurtenant work, in accordance with the contract plans and specifications, complete in place. _____ Dollars and _____ Cents	EA	3	\$ _____	\$ _____
21.	Interior Tank Rafters (8” x 4” x 1/4”) – Remove and replace interior tank 8” x 4” x 1/4” H-Beam rafters including all appurtenant work, in accordance with the contract plans and specifications, complete in place. _____ Dollars and _____ Cents	EA	3	\$ _____	\$ _____

BASE UNIT PRICES FOR:

Item No.	Description (Price to be written in words)	Unit	Estimated Quantity	Unit Price	Extended Amount
22.	<p>Permit Allowance – Contractor must include \$5,000.00 allowance in the proposal for reimbursement of charges incurred from Permit Fees associated with City of San Antonio Plan Review and Permitting.</p> <p>_____ Dollars and _____ Cents</p>	LS	1	<u>\$5,000.00</u>	<u>\$5,000.00</u>
23.	<p>Miscellaneous Electrical Allowance for Pumps and Discharge Piping Instrumentation Modifications – Furnish all materials, labor and equipment to provide miscellaneous electrical improvements including, but not limited to replacing all corroded electrical fittings at junction boxes and panels, replacing damaged conduits, replacing electrical conductors and connections where existing insulation and connections are frayed or damaged, including all appurtenant work, in accordance with the contract plans and specifications complete in place.</p> <p>Work will be defined in the field by the Owner and Contractor. Contractor must submit cost for requested modifications. Agreed upon modifications will be paid for by this allowance.</p> <p>_____ Dollars and _____ Cents</p>	LS	1	<u>\$30,000.00</u>	<u>\$30,000.00</u>

BASE UNIT PRICES FOR:

Item No.	Description (Price to be written in words)	Unit	Estimated Quantity	Unit Price	Extended Amount
24.	Mobilization – Mobilization, in accordance with Specification Section 01025 “Measurement and Payment”, complete (maximum 10% of the total contract amount bid, including Base Bid Items 1 - 24 and Additive Alternate Items A-1 – A-4) _____ Dollars and _____ Cents	LS	1	\$ _____	\$ _____
TOTAL PRICE BASE ITEMS					\$ _____

ADDITIVE ALTERNATE ITEMS – Owner reserves the right to award a contract with or without the following additive alternate items:

Item No.	Description (Price to be written in words)	Unit	Estimated Quantity	Unit Price	Extended Amount
A-1	<p>Canopy Structure – Furnish all materials, labor and equipment to install canopy structure over the existing motor control centers, including all required demolition, electrical and lighting and appurtenant work, in accordance with the contract plans and specifications complete in place.</p> <p>_____ Dollars and _____ Cents</p>	LS	1	\$ _____	\$ _____
A-2	<p>Site Fencing and Gates – Furnish all materials, labor and equipment for removal and replacement of existing chain link fences and gates, including modifying concrete curb at gate, pavement rehabilitation, brush removal, grading, proposed cantilever gate, sidewalk to man gate and all appurtenant work, all in accordance with the contract plans and specifications, complete in place.</p> <p>_____ Dollars and _____ Cents</p>	LS	1	\$ _____	\$ _____

ADDITIVE ALTERNATE ITEMS – Owner reserves the right to award a contract with or without the following additive alternate items:

Item No.	Description (Price to be written in words)	Unit	Estimated Quantity	Unit Price	Extended Amount
A-3	Access Road and Site Pavement Rehabilitation – Furnish all materials, labor and equipment for access road, including excavation and removal of 14.5” of existing site access drive, installation of Type “D” HMAC pavement, prime and tack coats, site pavement one course surface treatment, including adjusting valve boxes and all appurtenant work in accordance with the contract plans and specifications complete in place. _____ Dollars and _____ Cents	LS	1	\$ _____	\$ _____
A-4	Survey – Furnish all materials, labor and equipment to provide property survey for layout of access road, fencing and appurtenant site improvements, in accordance with the contract plans and specifications complete in place. _____ Dollars and _____ Cents	LS	1	\$ _____	\$ _____
TOTAL ADDITIVE ALTERNATE ITEMS					\$ _____
TOTAL PRICE BASE AND ADDITIVE ALTERNATE ITEMS					\$ _____

*Contractor must provide bid amounts for all Alternate Bid Items to be considered a responsive bidder. Owner may choose to award Alternate Bid Items to provide the best value based on the Owner’s project budget.

OFFEROR'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 PROPOSAL.

The Offeror offers to construct the Project in accordance with the Contract Documents for the contract price, substantially complete the base bid work by March 17, 2017, and complete all base bid work for the Project by April 1, 2017, as set forth in the Authorization to Proceed. **If SAWS awards this Contract with Additive Alternate Items, then the schedule provided by the Contractor shall be enforced for the completion of these items.** The Offeror understands and accepts the provisions of the Contract Documents relating to liquidated damages of the project if not completed on time.

1. Offeror acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Proposals. Final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the contract documents.
2. Offeror must return pages BP-1 through BP-14 in the "Bid Proposal" section as well as page PC-1. Any and all Addenda which are issued by the San Antonio Water System with appropriate signatures which acknowledge receipt shall be attached to and made part of this Bid Proposal.

PROPOSAL CERTIFICATION

Accompanying this proposal is a Bid Bond or Certified or Cashier's Check 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 immediately after the bid opening.

The work called for in this Contract shall commence on the date indicated in the SAWS written Authorization to Proceed. Under no circumstances shall the work commence prior to the date provided for in the SAWS issued, written Authorization to Proceed. Base Bid work shall be completed in full by **April 1, 2017**. If SAWS awards this Contract with Additive Alternate Items then the schedule provided by the Contractor shall be enforced for the completion of these items.

The undersigned further acknowledges compliance with "Wage and Labor Standard Provisions" of this contract and the use of the Blue Book rental rates for establishment of equipment rental rates whether owned or leased during the course of this Contract.

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

Supplemental Condition

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

Article I. – Contract Definitions

Definition No. 55 Substantial Completion of the General Conditions shall be amended as follows:

Add the following to the end of the paragraph:

“The following items must be fully functional and suitable for use for the Project to be considered as Substantially Complete:

1. All scopes of work indicated as a Base Bid Items pertaining to the ground storage tank, pump station piping, vault piping, site piping, coatings, hydropneumatic tank, electrical, SCADA, instrumentation and all other work required to provide a complete and operational tank and pump station with no further delays or shutdowns of the water system as interpreted by the Engineer.
2. The tank must have receipt of a passing bacteriological and Volatile Organic Compound (VOC) samples of water in the tank after disinfection and filling to be considered substantially complete.
3. All other items of work, including final clean up must be completed prior to Final Completion.”

Article IV- Contract Administration

Section 4.4 Subcontractors 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.

Article V. – Contract Responsibilities

Section 5.3.9 Contractor’s Responsibilities of the General Conditions shall be amended as follows:

Delete the paragraph in its entirety and replace with the following:

“.9 Pre-Construction and Post-Construction Videos – Contractor shall provide videos in accordance with Specification 01381 “Video and Photographic Documentation.”

Article V. – Contract Responsibilities

Remove Section 5.7.1.1.8 of the General Conditions in its entirety and replace with the following:

Installation Floater - Physical Damage Insurance which insures SAWS and the City for damages to all Property Purchased for, or Assigned to, the Project commencing on the start date through completion. Policy limits shall be in an amount equal to the total contract cost contracted

herewith. The policy form shall be an All Risk form and shall include coverage for both during transit and while stored at the work site.

Article V. – Contract Responsibilities

Section 5.13 Contractor’s Work Progress Schedule of the General Conditions shall be amended as follows:

Replace the last sentence of paragraph .5 with the following:

The bidder is required to submit a baseline schedule as part of the base bid. The baseline schedule shall be detailed, precedence-style critical path management schedule in Microsoft Project format. This baseline schedule must show a completion date that corresponds to the Contract End Date. The baseline schedule must be inclusive of all work necessary to complete the project including sufficient time necessary for submission and review of submittals, permits, etc. For the purpose of preparing the baseline schedule, all bidders shall assume a notice to proceed date of November 14, 2016. Failure to include this baseline schedule with the bid documents may result in the bidder being considered non-responsive.

For the additive alternate bid items, contractor must also submit a schedule in a similar format as the base bid noting the additional days over and above the base bid completion date needed to complete the additive alternate bid times (if awarded). Failure to include this baseline schedule with the bid documents may result in the bidder being considered non-responsive.

Article VII. – Contract Payments:

Section 7.3 Final Payment shall be amended as follows:

Add the following to the end of the paragraph:

“Claims and disputes must be resolved prior to recommendations of final Application for Payment. Acceptance and final payment by the Contractor will indicate that any outstanding claims or disputed issues have been resolved to the full satisfaction of the Contractor.”

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:

“Contractor shall pay Owner the sum indicated on the table below for each and every calendar day of unexcused delay in achieving Substantial Completion/Final Completion beyond the Scheduled Completion/Final Completion Dates. If Additive Alternate Bids are awarded, liquidated damages will also apply for each and every calendar day of unexcused delay in achieving Substantial

Completion/Final Completion beyond the Scheduled Completion/Final Completion Dates provided by the Contractor. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as Liquidated Damages representing an estimate of delay damages likely to be sustained by Owner. Such Liquidated Damages shall apply regardless of whether Contractor has been terminated by Owner prior to Substantial Completion, so long as Contractor's actions or inactions contributed to the delay. Such Liquidated Damages shall be in addition to and not in preclusion of any recovery of actual damages resulting from other defects in Contractor's performance hereunder for matters other than delays in Substantial Completion/Final Completion. When Owner reasonably believes that Substantial Completion/Final Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Contractor an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving Substantial Completion/Final Completion, or any part thereof, for which Owner has withheld payment, Owner promptly shall release to Contractor those funds withheld but no longer applicable as Liquidated Damages.”

	Contractual Milestone No.	Contractual Milestone Description and Requirements	From	Duration	Liquidated Damages
Base Bid	1	All scopes of work indicated as Base Bid Items pertaining to the ground storage tank, pump station piping, vault piping, site piping, coatings, hydropneumatic tank, electrical, SCADA, instrumentation and all other work required to provide a complete and operational tank and pump station with no further delays or shutdowns of the water system. The tank must have receipt of a passing bacteriological and Volatile Organic Compound (VOC) samples of water in the tank after disinfection and filling to be considered substantially complete.	NTP	Substantial Completion (March 17, 2017)	\$2,250.00 per day
	2	All other items of work must be completed prior to final completion. The Contract shall be considered completed, except as provided in any warranty or maintenance stipulations, bond or by law, when all the Work has been finally completed, a final inspection is made by SAWS and Design Consultant and final acceptance and final payment is made by SAWS.	Substantial Completion	Final Completion (April 1, 2017)	\$2,250.00 per day

Additive Alternate Bid Items	3	<p>Canopy Structure – Furnish all materials, labor and equipment to install canopy structure over the existing motor control centers, including all required demolition, electrical and lighting and appurtenant work, in accordance with the contract plans and specifications complete in place.</p> <p>Site Fencing and Gates – Furnish all materials, labor and equipment for removal and replacement of existing chain link fences and gates, including modifying concrete curb at gate, pavement rehabilitation, brush removal, grading, proposed cantilever gate, sidewalk to man gate and all appurtenant work, all in accordance with contract plans and specifications, complete in place.</p> <p>Access Road and Site Pavement Rehabilitation – Furnish all materials, labor and equipment for access road, including excavation and removal of 14.5” of existing site access drive, installation of Type “D” HMAC pavement, prime and tack coats, site pavement one course surface treatment, including adjusting valve boxes and all appurtenant work in accordance with the contract plans and specification complete in place.</p> <p>Survey – Furnish all materials, labor and equipment to provide property survey for layout of access road, fencing and appurtenant site improvements, in accordance with the contract plans and specifications complete in place.</p>	TBD*	Substantial Completion/F inal Completion TBD*	\$2,250 per day
*To be determined by Contractor’s submitted Baseline Schedule					

Article IX. – PROJECT COMPLETION AND ACCEPTANCE:

Add the following Sections:

“9.4 SUBSTANTIAL COMPLETION

- .1 Submit written notification that the Work or designated portion of the Work is substantially complete to the Engineer when the Work is considered to be substantially complete per the General Conditions. Include a list of the items remaining to be completed or corrected before the Project will be considered to be complete.
- .2 Engineer shall visit the Site to observe the Work within a reasonable time after notification is received to determine the status of completion.
- .3 Engineer shall issue notification to the Contractor that the Work is either substantially complete or that additional Work must be performed before the Project may be considered substantially complete.
 - .1 Engineer shall notify the Contractor in writing of items that must be completed before the Project can be considered substantially complete.
 - .1 Correct the noted deficiencies in the Work.
 - .2 Issue a second written notice with a revised list of deficiencies when Work has been completed.
 - .3 Engineer shall revisit the Site and the procedure shall begin again.
 - .2 Engineer shall issue a Conditional Letter of Acceptance to the Owner when the Project is considered to be substantially complete. Certificate shall include a tentative list of items to be corrected before final payment.
 - .1 Owner will review and revise the list of items and notify the Engineer of any objections or other items that are to be included in the list.
 - .2 Engineer shall prepare and send to the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be corrected or completed.
 - .3 Review the list and notify the Engineer in writing of any objections within 10 days of receipt of the Certificate of Substantial Completion.

9.5 FINAL INSPECTION

- .1 Submit written certification on the form provided by the Engineer when the Project is complete and:
 - .1 Contract Documents have been reviewed.
 - .2 Work has been completed in compliance with the Contract Documents.
 - .3 Equipment and systems have been tested per Contract Documents and are fully operational.

- .4 Final Operations and Maintenance Manuals have been provided to the Owner and all operator training has been completed.
 - .5 Specified spare parts and special tools have been provided.
 - .6 Work is complete and ready for final inspection.
 - .2 Engineer shall make an inspection with the Owner and appropriate regulatory agencies to determine the status of completeness within a reasonable time after the receipt of the Certificate.
 - .3 Engineer shall issue Final Certificate of Acceptance that the Project is complete or notify the Contractor that Work is not complete or is defective.
 - .1 Submit the request for final payment with closeout submittals described in the General Conditions, if notified that the Project is complete and the Work is acceptable.
 - .2 Upon receipt of notification from the Engineer that Work is incomplete or defective, take immediate steps to remedy the stated deficiencies. Send a second certification to the Engineer when Work has been completed or corrected.
 - .3 Engineer shall re-visit the Site and the procedure will begin again.”
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Special Conditions

SC1. A Preliminary Engineering report has been developed for SAWS on this project and upon request will be made available for review by Contractors for information purposes only. Please contact Gina Cappa, Contract Administrator via email at Gina.Cappa@saws.org. SAWS will require the execution of a SAWS disclaimer form by the Contractor as a condition of and prior to the review of the report.

SC2. PRIME CONTRACTOR MINIMUM EXPERIENCE

The Bidder must be qualified and experienced in the painting of the interior and exterior of potable water tanks of the size included in this project. Bidder must be capable of providing documented evidence of:

1. A minimum of three (3) successfully completed steel potable water tank coating removal and application projects of comparable size (at least 2 MG), complexity and scope within the United States successfully completed by the Bidder within the past five (5) years. This documentation shall be presented sufficiently and completely to demonstrate that steel potable water tank coating removal and application projects are a primary business focus and service provided by the Bidder, and that such services have been successfully provided by the Bidder for at least five (5) continuous years. Documentation shall include contact information, name, company, phone number, and email of the Owner and the Engineer in charge of the work.
2. The Bidder must demonstrate experience in the following area(s) on its successfully completed projects:
 - A. Working knowledge of the Standards of OSHA, AWWA, API 650, API 653, NACE, SSPC, AWS, and compliance with the requirements of the Texas Commission for Environmental Quality (TCEQ) and other regulatory agencies for potable water supply systems
 - B. Must have been the rehabilitation and repainting of AWWA D100, D102, or D107 potable water tank projects. The Bidder shall provide documentation relative to tank disinfection experience and qualifications of its firm or proposed subcontractor, which will provide these services on this project.
 - C. Must have required similar type coatings as specified in Section 09805 of these Specifications. The interior of the reservoirs for the projects submitted must have required use of a plural component coating application system for application of 100% solids elastomeric coatings.
 - D. Must have required tank exterior abrasive blasting with the use of closed centrifugal wheel units to propel abrasives to the surface. The closed centrifugal wheel units must have incorporated a vacuum assembly system. Where closed centrifugal wheel units could not be used due to tank exterior surface contour, containment shrouding must have been used. Recyclable abrasives for abrasive blasting both the interior and exterior surfaces of the tanks must have been used.

- E. Must have had structural repairs made by the Bidder and had improvements made to the tanks where welding or cutting of the tank shell or roof was done by the Bidder. Bidder shall list specifically the repairs and or improvements completed on all of the submitted projects.
- 3. Must hold current NACE International Institute Contractor Accredited Program Certification AS-1 F (NIICAP AS-1 F) or SSPC-QP1 Certification. Include certification certificate with documentation.
- 4. Qualifications of Proposed Staff (See specific requirements in individual technical specifications)
 - A. **Provide personnel with 5 years' minimum experience in scheduling construction work comparable to this Project.**
 - B. Provide resumes that summarize the qualifications, licenses, certifications.
 - C. Relevant experience for each team member to include:
 - 1) Project Manager
 - 2) Superintendent
 - 3) Quality control inspectors (NACE CIP Level 1, minimum qualification)
 - 4) Safety coordinator
 - 5) Any other key staff
 - 6) Subcontractors (minimum electrical, welders and metal fabricators and paving)
 - D. Provide an organizational chart that summarizes the roles and responsibilities of the team.
- 5. The Contractor agrees to cooperate and coordinate its work with the work conducted by other contractor(s) within the project area so that this project can be completed in an orderly and coordinated manner, reasonably free of significant disruption to any party. Without limitation of the foregoing, Contractor understands and agrees that access areas to the project site may be utilized by another contractor(s). All parties shall be solely required and obligated to coordinate and cooperate with each other to accomplish the scope of work required by their respective contracts, meaning SAWS shall have no duty to administer, perform or supervise the coordination for the use of the project site by all contractors. The Contractor agrees that any delay or hindrance caused by or contributed to by failure to cooperate and/or coordinate among all parties will be governed by this Section and Section 6.7.1 of the General Conditions (commonly referred to as a "no damages for delay" clause).

SC3. DELAY DUE TO RE-SUBMITTALS

Allow time for re-submission of the submittals for each project item. Contractor is responsible for delays associated with additional time required to review incomplete or erroneous submittals and for the time lost when submittals are submitted for products that do not meet the requirements of the Specifications.

SC4. FAILURE OF WORK

Pay fees to the Owner to compensate the Engineer for reinspection of the Work required by the failure of the Work to comply with the claims of status of completion made by the Contractor. Owner may withhold the amount of these fees from the Contractor's final payment. Cost for additional inspections will be billed to the Owner by the Engineer for the actual hours required for the reinspection and preparation of related reports in accordance with the rates between the Owner and Engineer executed contract.