



SAN ANTONIO WATER SYSTEM
Addendum No. 1
To
Construction Documents
For
2016 PIPELINES WATER & SEWER CONSTRUCTION PACKAGE I
SAWS WATER JOB NO. 16-5007
SAWS SEWER JOB NO. 16-5513
Solicitation # CO-00088

To Bidder of Record:

This addendum, applicable to the work designed above, is an amendment to the bidding documents and as such shall be a part of and included in the Contract. The original contract documents and any prior addenda remain in full force except as modified by the following that shall take precedence of any contrary provisions in prior documents.

1. PRE-BID ATTENDANCE LIST:

The attendance list for the October 3, 2016, Non-Mandatory Pre-Bid Meeting held at 10 A.M. in room CR-C145 is reproduced below.

Company Name
1. AJAQ Plumbing
2. Atlas Construction
3. BRLNDT Services
4. SAC, Ltd.
5. Pronto Sandblasting

2. BIDDING AND CONTRACT DOCUMENTS:

- A) Invitation to Bidders, Page IV-1: Replace in its entirety.
 Modify paragraph 5 of the Invitation to Bidders, sheet IB-1, 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 **8:00 AM (CT), October 11, 2016**. Bids will then be publicly opened and read aloud by Contract Administration, in **CR-C169**, Customer Center Building, 2800 U.S. Hwy 281 North, San Antonio, Texas. **Note:** SAWS security policy requires all visitors to check in at the guard station prior to proceeding to suite 171. Therefore, allow sufficient time to ensure that your firm’s bid is submitted prior to the deadline. 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.”
- B) Instructions to Bidders, Page IB-1: Replace in its entirety.
 In paragraph 5(d) on sheet IB-2, replace “SMWB Program Manager, Marisol V. Robles, at 210-233-3420” with “SMWB Specialist, Susan Rodriguez, at 210-233-2950, susan.rodriguez@saws.org.”
- C) Bid Proposal, Page BP-1: Replace in its entirety.
 Modify paragraph with: “The bidder offers to construct the Project in accordance with the Contract Documents for the contract price, and to complete the Project within 730 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.”**

- D) Supplemental Conditions, Page SS-1: Replace in its entirety.
Remove the entirety of the “Supplemental Conditions” sheets SS-1 to SS-2, and replace with the attached “Supplemental Conditions” sheets SS-1 to SS-2.
- E) Workers’ Compensation Insurance Coverage Exhibit “A” – Delete the entirety of the Section entitled “Workers’ Compensation Insurance Coverage Exhibit “A”” sheets WA-1 to WA-3.

Response to Bidders Questions

Q1 Is there any way these can be put on excel? It would be so much easier and faster.

A1: We cannot convert the current Bid Proposal into Excel at this time. We are, however, looking at possibly doing this for future solicitations.

Q2 In Reference to the proposed Bid times posted; Will SAWS consider changing the bid opening time to the following, which is congruent to past bid solicitations?

October 11, 2016 Pkg I 10:00am
 Pkg II 11:00am
 Pkg III 2:00 pm

This should be to SAWS benefit when considering compliant respondents at the most competitive bid; as a contractor may only have the resources to fulfill a single contract. Bidding two packages simultaneously prevents him from bidding as he may get both contracts. As well, 15 minute intervals between will not allow time to make any adjustments. The bid opening itself will take 10 minutes. I believe by remaining congruent with past Bid openings for similar type contracts will allow SAWS the best bid results possible.

A2: The bid opening time has been modified in the Invitation to Bidders section as part of this Addendum.

Q3 The 12 general locations provided by SAWS showing the 2017 street maintenance projects is very helpful. Will SAWS provide similar information for proposed Alley Work? Any general locations and information would be helpful.

A3: Possible alley locations for assigned Work Orders have not been identified to date.

Q4 On the water bid items 126w, 127w & 69w (leak repairs). Is it SAWS intention to only utilize these items if a contractor is working or a work order is in close proximity to a water leak? In other words is it SAWS intention to disperse a work order just to repair a water leak? SAWS already has service and leak repair packages in effect for this scope of work.

A4: For Package I, this question relates to bid items 123w, 124w, and 69wa. No, SAWS does not intent to issue a work order to repair a water leak. This item is to cover leak repairs in areas where work is already taking place and leaks are discovered in existing water mains during the execution of proposed water and sewer work.

Q5 On page GC17, 4.8 Suspension of work by Owner. This paragraph allows the owner to suspend work for up to 10 cumulative days with no contract time extension or compensation allowable to the contractor, at SAWS discretion. Will this condition apply only to the overall contract or per Work Order? If per Work Order and there are 10 Work Orders given over the contract time, that would allow SAWS to stop work for 100 days, correct?

A5: As described in General Conditions, Section 4.8 – SUSPENSION OF WORK BY OWNER, the 10 cumulative days applies to the “entire Contract Time.”

Q6 The specifications for packages I, II and III were prepared by different engineers. Is the language identical in all three packages?

A6: Bidder is responsible to review each individual package as language, bid items, etc. may be different.

Q7 What is the anticipated award date? What is the anticipated Notice to Proceed date? I am trying to establish if any work will be started in 2016?

A7: It is anticipated that this Contract will go to the November 2016 SAWS Board for approval, with Work Order assignments anticipated to begin in early 2017.

Q8 In the Statement of Bidders Experience Requirements it specifies a contractor must have completed a 24” sewer main and a 24” water main in the last 5 years. On page SC-7 Special Conditions it contradicts this qualification requirement stating within the last 10 years the contractor must have installed at least 1000LF of sewer main with a minimum of 8 inch pipe and a maximum of 24” size. These are conflicting statements, which supersedes the other? The Special Condition 10 year time frame is congruent to similar bid packages SAWS has solicited in the recent past regarding qualification requirements. I have constructed 42 inch, 48 inch and 54 inch sewer lines for SAWS, but not in the last 5 years. I have been the low bidder on seven of the bid packages previously in which all of them had bid items for 24” sewer included. None of them had the 5 year specification qualification requirement. Please let us know if the Special conditions supersedes the Statement to Bidders requirement?

A8: The Statement of Bidders Experience calls for three (3) completed water or sewer open-cut projects with a minimum diameter of 8-inches and a maximum of 24-inches in diameter. One (1) of the three projects must have included the open-cut installation of a 24-inch water or sewer pipeline.

The Special Conditions experience qualifications requirement, on page SC-9, requires that the contractor show three (3) completed water or sewer open-cut projects within the last ten (10) years with a minimum 8-inch diameter and a maximum of 24-inch diameter. One (1) of the three projects must have included the open-cut installation of 12-inch to 24-inch water or sewer pipeline.

Both statements require that the example projects have been completed within the last ten (10) years. Neither section supersedes the other; however, as a clarification the Statement of Bidders Experience will be amended to include that one (1) of the three example projects must have included the open-cut installation of 12-inch to 24-inch water or sewer pipeline.

Q9 If a work order is given for Alley work and the project is 3 blocks long, will all work included in this Work Order be paid for under the appropriate Alley work bid items only?

A9: *Yes, under alley line items.*

Q10 Are all three of these contracts actually going to bid within 15 minutes? Atlas does not need all three contracts, however, we definitely want one or two of them. If there is no time to adjust our proposals, we could easily win all three, and just as easily lose all three contracts. We always adjust our proposals lower, to ensure a winning bid, so it is to SAWS advantage to allow at least an hour or two for adjustments.

A10: *The bid opening time has been modified in the Invitation to Bidders section as part of this Addendum.*

Q11 There are two items for the Bypass Pumping described as 864-S1 one is Bypass Pumping- pump and Haul Bypass Pumping System and one for Bypass Pumping - Stationary Bypass pumping system. Can we get a more defined explanation on these two items, please?

A11: *Bypass Pumping- Pump and Haul Bypass Pumping System and Stationary Bypass Pumping System are defined in Item No. 864-S1 (864.4 and 864.5). These sections describe the materials and testing requirements.*

Q12 Regarding Bypass Pumping Bid Items, Can this item be bid by duration to base the length of bypass? Bid item is too broad?

A12: *No, please base bid on the pay items noted in the bid proposal.*

Q13 We would like to know what requirements or assistance exist on this IDIQ projects bid pertaining to SAWS and COSA Minorities and DBE SBE programs please? San Antonio Water System is committed to helping Small, Minority and Woman-owned Businesses; please reference the percentage participation on this bid opportunity? We are pursuing working with SAWS as a Minority Subcontractor.

A13: *There is an aspirational 17% SMWB goal on the 2016 Pipelines Water and Sewer Construction Package I solicitation. Although a Good Faith Effort Plan is required, this is a low bid. By state law, SMWB points cannot be assessed on low bids, but we do strongly encourage bidders to meet the aspirational 17% SMWB goal.*

The remainder of the bid documents remains unchanged.

Each bidder is requested to acknowledge receipt of this Addendum No. 1 by his/her signature affixed hereto and to file same as an attachment to his/her bid.


S&GE, L.L.C.
TEXAS FIRM No. 8038



1014/16

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

END OF ADDENDUM

INVITATION TO BIDDERS

Solicitation No. CO-00088

Sealed bids are requested by the San Antonio Water System for the construction of approximately 4,210-LF for the **2016 Pipelines Water & Sewer Construction Package I** Project, SAWS Job No. 16-5007 & 16-5513.

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 or by fax to (210) 233-4493 until **4:00 PM (CT) on October 3, 2016**. Answers to the questions will be posted to the web site by **4:00 PM (CT) on October 4, 2016** as a separate document or included as part of an addendum.

A **Non-mandatory** pre-bid meeting will be held at **10:00 AM (CT) on October 3, 2016** at the San Antonio Water System's Customer Service Building, 1st floor, Conference Room 145, 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 **8:00 AM (CT), October 11, 2016**. Bids will then be publicly opened and read aloud by Contract Administration, in **CR-C169**, Customer Center Building, 2800 U.S. Hwy 281 North, San Antonio, Texas. **Note:** SAWS security policy requires all visitors to check in at the guard station prior to proceeding to suite 171. Therefore, allow sufficient time to ensure that your firm's bid is submitted prior to the deadline. 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.

INSTRUCTIONS TO BIDDERS

1. Bids will be submitted in accordance with the following:
 - a. Sealed bids will be received by the office of **Contract Administration Division, San Antonio Water System, 2800 U.S. Hwy 281 North, Customer Center Building, Suite 171, San Antonio, Texas 78212**, until the time specified in the Invitation to Bidders.
 - b. If the submittal of a sealed bid is by any means other than personal/hand delivery, then it is the bidder's sole responsibility to ensure the bid is delivered to the exact location specified above, no later than the exact time specified in the Invitation to Bidders.
 - c. All bids errantly submitted or delivered to a location other than the exact location stated above will be returned unopened.
 - d. All bids received after the exact time set for the bid opening in the Invitation to Bidders will be returned unopened.
 - e. The San Antonio Water System Contracting Office may, at its sole discretion, without waiver of rights or authority, in equity or at law, return unopened, any bid not meeting the exact requirements as stated above.
2. Bids will be opened in accordance with the following:
 - a. Bids will be opened in a public setting and read aloud by a Contract Administration representative.
 - b. The lowest bid received at the time of the bid opening shall be designated as the "apparent low bid," whether announced in that manner or not, and shall not represent an acceptance of an offer.
 - c. All bid results are unofficially, tentative and subject to verification on the day of the bid opening.
 - d. No bid may be withdrawn after the scheduled bid opening time without the written consent of a Contract Administration representative.
 - e. The "official" bid results will be tallied on a "bid tabulation sheet" and may, within 10 business days of the bid opening, be posted on the San Antonio Water System's web site.
3. All bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid, payable without recourse to the San Antonio Water System. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond. ***Submission of an Individual Surety is not acceptable for purposes of bonding a bid bond.*** Bid Bonds, Certified or Cashier's checks will be retained for the first, second, and third lowest bidders until the contract is executed.
4. Bids must be submitted on the original bid form attached herein and shall be sealed in an envelope plainly marked on the outside with job number, the date and time of the bid opening, and the name of project bid on.

5. Bids will be prepared in accordance with the following:
- (a) The Bidder shall thoroughly examine the drawings, specifications, schedule, instructions and all other documents.
 - (b) Bidder shall make all investigations necessary to be informed thoroughly regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist, or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations to fulfill in every detail the requirements of the contract documents, will be accepted as the basis for varying the requirements of the San Antonio Water System or the compensation to the Contractor. Bidders are required, prior to submitting the Bid Proposal, to review the plans and read the specifications, special provisions and or special conditions, any addendums issued, proposal, contract and bond forms carefully; to visit the site of the work; to examine carefully local conditions; to inform themselves by their independent research, tests and investigations of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion; and to obtain all information required to make an intelligent proposal. Bidders shall rely exclusively upon their own estimates, investigations, tests and other data which are necessary for full and complete information upon which the proposal may be based. Any bidder, by submitting his Bid Proposal, represents and warrants: that he has prepared his bid in accordance with the specifications, with full knowledge and understanding of the terms and provisions thereof; that he has reviewed, studied and examined the bid prior to the signing and submission of same; and that he was cognizant of the terms of his proposal, verified his calculations and found them to be correct and agrees to be bound thereby; and that he has visited the site of work, has fully familiarized himself with the local and on-site conditions under which the work is to be performed and has correlated his observation with the requirements of the contract documents. In addition, the Bidder represents that he has satisfied himself as to subsurface conditions at the site of the work. Information, data and representations contained in the contract documents pertaining to the conditions at the site, including but not limited to subsurface conditions, are for information only and are not warranted or represented in any manner to accurately show the conditions at the site of the work. All risks of differing conditions at the site, including but not limited to subsurface conditions shall be borne solely by the Bidder.
 - (c) The Bidder shall furnish all information required by the bid form. The Bidder shall print or type his name and manually sign the Bid Proposal in the required area of the document.
 - (d) The Bidder is required to submit a Good Faith Effort Plan form and all SMWB Certification Certificates for the bidder or their subcontractors as part of the bid package. Bidder and/or their agents may contact the SMWB Specialist, Susan Rodriguez, at 210-233-2950, Susan.Rodriguez@saws.org for assistance or clarification with issues specifically related to the Small, Minority, and Woman Business (SMWB) Program policy and/or completion of the Good Faith Effort Plan form.
 - (e) The Bidder is required to submit a completed Conflict of Interest Questionnaire (CIQ Form). 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 (CIQ) with SAWS. The CIQ Form will be submitted as part of the bid. This form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Please consult your own legal advisor if you have questions regarding the statute or form. To report suspected ethics violations impacting The San Antonio Water System, please call 1-800-687-1918.

- (f) The Bidder is required to submit as part of the bid a letter from the insurance provider stating provider's commitment to insure the Contractor for the types of coverage's or an Insurance Certificate to be in conformance with the types of coverage's noted in General Conditions Section 5.7 – Contractor's Insurance Requirements, if awarded the contract.
- (g) Pursuant to Section 151.311 of the Texas Tax Code, as amended, in order for the San Antonio Water System to continue to benefit from its status as a State Sales and Use Tax Exempt Organization, construction contracts must be awarded on a "separated contract" basis. A "separated contract" is one that distinguishes the value of the tangible personal property (materials such as pipe, bricks, lumber, concrete, paint, etc.) to be incorporated into the project from the total contract price. Under the "separated contract" format, the contractor in effect becomes a "seller" to the San Antonio Water System of materials that are to be physically incorporated into the project realty. As a "seller", the contractor will issue a "Texas Certificate of Resale" to the supplier in lieu of paying the sales tax on materials at the time of purchase. The contractor will also issue a "Certificate of Exemption" to the supplier demonstrating that the personal property is being purchased for resale and that the resale is to a department of the City of San Antonio, Texas, which is a sales tax exempt entity. Contractors should be careful to consult the most recent guidelines of the State Comptroller of Public Accounts regarding the sales tax status of supplies and equipment that are used and consumed during project work but that are not physically incorporated into the project realty. Contractors that have questions about this law are asked to inquire with the State Comptroller of Public Accounts, at (512) 463-4600. Bidders will not include any federal taxes in bid prices since the San Antonio Water System is exempt from payment of such taxes. "Texas Certificates of Exemption", "Texas Certificates of Resale" and "Texas Sales Tax Permits" are forms available to the contractor through the regional offices of the State Comptroller of Public Accounts.
6. Any catalogue or manufacturer's reference used in describing an item is merely descriptive, and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. When items proposed differ in any way from those specified, Bidders are required to state exactly what they intend to furnish. Otherwise, they shall be required to furnish the items as specified.
7. The work shall be done and completed in accordance with the following Contract Documents as furnished by the San Antonio Water System:
- a. The Invitation to Bidders
 - b. The Instructions to Bidders
 - c. The Bid Proposal
 - d. The Payment Bond
 - e. The Performance Bond
 - f. The General Conditions of the Contract
 - g. The Supplemental Conditions of the Contract
 - h. The Special Conditions of the Contract
 - i. The Construction Specifications
 - j. The Standard Drawings
 - k. Addenda
 - l. Change Orders
 - m. Good Faith Effort Plan
 - n. Conflict of Interest Questionnaire
8. The successful Bidder will be required to execute the standard San Antonio Water System Contract

Agreement, Performance and Payment Bonds as outlined in the General Conditions. These forms will be prepared and furnished by the San Antonio Water System. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bond documents and bind the Surety to the bond conditions. These bonds shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the project. Contractor agrees that all Performance and Payment Bonds required shall be submitted in accordance with General Conditions, Sections 3.4 & 3.5. If the contract amount does not exceed \$25,000.00, then the Performance and Payment Bonds will not be required.

9. Where there is an error in the extension, the San Antonio Water System Contracting Office will extend the written unit price and make any corrections necessary. Any error will be corrected, and the correct amount will be the basis for determining the bid position.
10. Bidders are advised that estimated quantities of anticipated requirements during the contract period are not calculated with certainty. It is the policy of the Board, however, as a matter of prudent buying and contracting, to establish in advance of actual purchase or performance of the work, the price of the work which is anticipated, and the price on certain items calculated on the maximum number of a particular item which it might need during a contract period. Bidders are advised that during such period, the Board may determine not to purchase any of the items or may delete any or all of the work listed in a bid or invitation. Under such a contract, the Board's only commitment is to purchase the items from or proceed with the work by the successful Bidder at the price bid if the Board should, in fact, decide to purchase such items during the contract period or proceed with such work as proposed. On all bids, the Board reserves the right to reject a bid, which in the Board's judgment is "unbalanced." An "unbalanced bid" is defined as one in which a particular item or a class of items is bid at a figure sufficiently less than or higher than either general market price or Bidder's cost, so as to make the Bidder low on the overall bid but high on a significant number of other items. The Board reserves the right to exercise its judgment and reject such a bid as unqualified. If the Board nevertheless accepts such an unbalanced bid and the contract is awarded, the Board reserves the right to delete any or all of such items from the purchases to be made or work to be done.
11. The SAWS will provide all necessary rights-of-way or easements for the project.
12. No owner, stockholder, partner, officer, or employee of the Bidder, or any person who has a financial interest in this contract in any way, whether direct or indirect, shall be an officer or employee of the San Antonio Water System or the City of San Antonio at the time of bidding on this contract, or during the life of this contract. Any violations of this provision will render the bid or contract void.
13. The Contractor will establish a San Antonio address and telephone number and file that information with the Contracting Officer prior to starting work. If the contractor does not have a local office then they must submit the address and telephone number of the field office established for this project. The Contractor's address and telephone number will be maintained until the work is completed and accepted by the owner.
14. In case of ambiguity, duplication or obscurity in the bids, the San Antonio Water System Contracting Office reserves the right to construe and apply the meaning thereof. The San Antonio Water System Contracting Office reserves the right to reject any and all bids and to waive formalities.
15. The San Antonio Water System Contracting Office reserves the right, subject to the Contractor's approval, to extend any annual contract for an additional period of not more than one year, subject to the same terms and conditions as enumerated in the invitation and instruction to Bidders and at a price or prices not to

exceed the prices quoted.

16. It is anticipated that the contract will be awarded within **60** days after bid opening to the **Responsible Bidder** whose bid, conforming to the invitation for bids, is most advantageous to the San Antonio Water System. Bidders are advised that the awarding of contracts on a bid basis is a requirement of state law and city charter. The purposes of such requirements are: (1) to prevent the historic abuses of negotiated purchases; (2) to enable the Board to use its purchasing power to buy at the lowest possible prices for the benefit of the system and the public; and (3) to enable the Board to award the contract to other than the low Bidder when, in the Board's judgment, the low Bidder is not qualified. Bidders are advised that it is not the intention of the Board, necessarily, to award contracts on the basis of differences in the bids other than differences in basic "price of the item." The Board reserves the right to take whichever action as may, in the judgment of the Board, to be its best interest as follows:

- (1) Reject all bids;
- (2) Award the bids by the drawing of lots; or
- (3) Award the bids on the basis of differences other than price.

Bidders are advised that the awarding of bids is a matter solely within the jurisdiction of the Board of Trustees. The San Antonio Water System reserves the right to accept any items or groups of items in this bid. Execution of written acceptance of a bid by the San Antonio Water System shall constitute an award.

17. The San Antonio Water System Contracting Office may reject the apparent low Bidder when: (a) the Bidder misstates or conceals any material fact in the bid, or if (b) the Bidder does not conform with the law or the bid, or if (c) the bid is conditional, or if (d) the bid is unbalanced, or when (e) the lowest Bidder is not, in the Board's judgment, qualified, or when (f) the lowest bid is not, in the Board's judgment, the lowest and best bid, or if (g) the Bidder fails to acknowledge in the final bid price of the bid any and all addendums issued on the bid proposal prior to bid opening.

It will be the full responsibility of each Bidder to visit the SAWS web site to verify the existence of and acknowledge on the bid proposal, any and all addendums issued by the San Antonio Water System. The San Antonio Water System Contracting Office reserves the right to reject any and all bids, to accept any bids, or parts thereof, considered by the San Antonio Water System to be to its best interest, and to waive formalities or irregularities.

18. The Bidder in preparing his bid, shall take cognizance of the difficulty of distinguishing between boulders and ledge rock, the difficulty of accurately classifying all material encountered in making the subsurface investigations, the possible erosion of stream channels and banks after survey data has been obtained, and the unreliability of water elevations other than those for the date recorded. Claims for additional compensation due to variations between conditions actually encountered in a construction and as indicated in the plans will not be allowed.

19. All contracts in excess of \$10,000 with contractors or suppliers having 15 or more employees will include the clauses listed below:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, national origin, political belief or affiliation, age, disability or genetic information. The Contractor will assure that employees or applicants for employment are treated in a fair and equitable manner in such actions which shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of

compensation, and selection for training including apprenticeship. The Contractor will post in conspicuous places for the benefit of the employee and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- (b) Upon request, the Contractor will furnish to the San Antonio Water System all information and reports and will permit access to the books, records, and accounts for the purposes of an investigation to ascertain compliance with rules and regulations set forth by this organization.
- (c) If a Contractor is found not to be in compliance with the nondiscrimination clause of this contract, the contract may be canceled, terminated, or suspended in all or in part and the Contractor may be debarred from further contracts with the San Antonio Water System.
- (d) All Bidders or prospective Contractors or Subcontractors will be required to submit a statement in writing signed by an authorized official or agent in behalf of the company to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, or national origin.

The Contractor shall comply with all provisions of Executive Order 11246, Equal Employment Opportunity, dated 24 September 1965 or as amended and with Section 3 of the Housing and Urban Development Act of 1968 covering opportunities for business and lower financed HUD assisted projects.

Statement on President's Executive Orders

Has your firm previously performed work subject to the President's Executive Orders Numbers 11246 and 11375 or any preceding similar executive orders (Numbers 10925 and 11114)?

Yes No

Contractors/Consultants/Vendors on work paid by federal funds will be required to comply with the president's executive order no. 11246, "Equal Employment Opportunity," as amended by executive order no. 11375, "amending executive order 11246 relating to equal employment opportunity," and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department Of Labor.

- 20. Approval of Plans and/or Specifications by an employee of SAWS shall not constitute an assumption of liability by the San Antonio Water System or such employee for any inaccuracy of computation or deficiency of design therein.
- 21. Bidder shall not offer, confer, or agree to confer any benefit or gift to any San Antonio Water System Employee, Officer, or Trustee of the Board of the San Antonio Water System and Water System employees are prohibited from soliciting, accepting or agreeing to accept any gifts from outside sources; please see Section M. – Gifts or Benefits of the Water System's Code of Ethical Standards. Section M of the Water System's Code of Ethical Standards regarding Gifts or Benefits is available on the SAWS Business Center website.
- 22. Bidders or their representatives are prohibited from communicating with any City of San Antonio officials to include:
 - (a) City Council members (as defined by the City of San Antonio Ethics Code),
 - (b) City Council member's staff, and

- (c) San Antonio Water System (SAWS) Board of Trustees regarding the bid from the time the project is released until it has been acted upon by the Board of Trustees.

Bidders or their representatives are prohibited from communicating with SAWS employees regarding this bid, except as provided under "Technical Questions," from the time the project is released until the contract is awarded.

This includes "thank you" letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the project and/or proposal submitted by Bidders.

Violation of this provision by the Bidder and/or their agent may lead to disqualification of the bidder's proposal from consideration.

- 23. Contractor shall comply with the "WORKERS COMPENSATION INSURANCE COVERAGE REQUIREMENTS" as noted on Section 5.7 CONTRACTOR'S INSURANCE REQUIREMENTS of the General Conditions for further clarification.
- 24. To assist the San Antonio Water System Contracting Office in performing the bidder evaluation and subsequent recommendation of award, the apparent low bidder will submit the following items within one (1) day of the bid opening. Failure to provide the required information within the specific time, may result in determining a non-responsive bidder:
 - (a) An information packet on company showing experience, organization and equipment.
 - (b) A statement regarding ability to complete the project within the schedule taking into account existing commitments.
 - (c) Record of performance on three (3) similar projects completed within the last 5 years including name of project, amount of project, project duration, name, address, and telephone number of contact person for each project.
 - (d) A completed and signed W-9 Request for Taxpayer Identification Number and Certification form.
 - (e) **For projects with a construction estimate of \$10,000,000 or greater:**
A complete financial statement for your organization that was prepared within the past 12 months, by an independent Certified Public Accountant, and a point of contact for your banking institution.

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.

BID

The bidder offers to construct the Project in accordance with the Contract Documents for the contract price, and to complete the Project within **730** 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.

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 VII. – Contract Payments

Section 7.1 Internet-Based Project Management System: of the General Conditions shall be amended as follows:

Progress payments - Payment for materials on hand is not applicable for this contract, therefore any reference to materials stored on the project site, and/or within off-site storage facilities either owned or leased by the contractor shall not be applicable.

The remaining sections of Article VII shall remain the same.

Article VIII. - Contract Completion Time

Section 8.1 Commencement of Work: of the General Conditions shall be amended as follows:

Add the following to the end of the paragraph:

A project pre construction meeting will be held for each work order that is issued. **Commencement of work on a work order prior to a project pre construction meeting will not be allowed.**

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:

This contract will offer a 30-day grace period to the Contractor after the expiration of the agreed to completion date specified per work order. This 30-day grace per is intended for the contractor to complete any pending work and includes administrative items pending. No liquidated damages will be charged during this grace period. After the 30-day grace period has expired liquidated damages will be assessed as follows:

Liquidated Damages Charges		
Category	Duration (days)	Charge (\$) per day
Tier 1	7	\$ 460.00
Tier 2	14	\$ 540.00
Tier 3	21	\$ 600.00
Tier 4	28	\$ 640.00
Tier 5	35	\$ 670.00
Tier 6	42	\$ 690.00

Any days tallied after tier 6 has been achieved, LD's will be assessed at the highest rate.

The remaining sections of Article VIII shall remain the same.

Article IV- Contract Administration

Section 4.4 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

Remove Section 5.7.1.1.8 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.”

The remaining sections of Article V shall remain the same.
