

Addendum No. 4
E19: Seguin Road to Nacogdoches Road – Segment 2
SAWS Project No. 18-4502
Solicitation No. CO-00153

**SAN ANTONIO WATER SYSTEM
E19: SEGUIN ROAD TO NACOGDOCHES ROAD – SEGMENT 2
SAWS PROJECT NO. 18-4502
SOLICITATION NO. CO-00153
ADDENDUM NO. 4**

May 7, 2018

This Addendum, applicable to work designated above, is an amendment to the proposal and specification documents and as such shall be a part of and included in the Contract. Acknowledge receipt of this Addendum by entering the Addendum number and issue date in the spaces provided on all submitted copies of the proposal.

1.0 Addenda Purpose

The purpose of this Addendum is for the following modifications to the Contract Documents, Plans and Specifications for E19: Seguin Road to Nacogdoches Road – Segment 2 (SAWS Job No. 18-4502).

Part 2.0 – Questions and Answers – Provide responses to contractor questions

Part 3.0 – Modification to Contractor Documents

2.0 Questions and Answers

Q1: We are submitting as a Joint Venture, does each company fill out the Respondent Questionnaire?

Response: No, but Respondents submitting as a Joint Venture will need to provide the required information as indicated in No. 1 Respondent Information and as necessary for Nos. 4, 5, 6, 7, 8, 9, and 10 of the revised Respondent Questionnaire attached to this Addendum.

Q2: Do we submit category a: Organizational structure for each company in the JV or the JV?

Response: One (1) organizational chart should be submitted that identifies the Key Personnel and Key Subcontractors for the Joint Venture’s proposed team for this Project.

Q3: As such, we are in the position of requesting an extension to the overall bid and an additional opportunity to submit questions to allow us to understand how these items would be remedied, else we would need to pass on this project.

Response: Reference Addendum No. 2, SAWS’s response was revised and proposal opening extended.

Q4: Contract documents general conditions 4.8.5: Specifically, section 4.8.5 concerning environmental conditions seems to place all potential liability for encountering hazardous materials on the contractor. Hazardous materials encountered during excavation through no fault of contractor or SAWS should not be burdened on the contractor to handle, remediate and/or indemnify the owner. The contract language already indemnifies the owner for actions of the contractor therefore this language in 4.8.5 unfairly places a potentially huge liability on the contractor if contaminated soils are encountered through no fault of the contractor. If it is the intent of SAWS to limit hazardous environmental conditions to those caused by contractor then can this contract language be modified to better define that?

Response: The selected Contractor must accept the terms and conditions within the Contract Documents for this Project including the General Conditions (GC). The GCs are SAWS' standard contract documents and will not be modified except for what is already outlined within the Supplemental Conditions. The language for Section 4.8.5 of SAWS' General Conditions will remain unchanged.

Q5: Upon completion of a detailed contract review, there are certain articles that we believe need to be amended for us to be able to develop and submit a responsive proposal. We have included an attached word document with red line revisions to the articles of concern to facilitate review and comment. Sections of the general conditions commented on by the contractor include: 2.3 INDEMNIFICATION, 4.8.5 SUSPENSION OF WORK BY OWNER, 5.6 CONDITIONS AT SITE, 5.8.5 DISPOSAL OF HAZARDOUS MATERIAL/SUBSTANCES, 6.8 NO DAMAGES FOR DELAY CLAUSE.

Response: See Response to Q4.

Q6: I am attempting to complete the erosion control proposal for the above project. I have not been able to locate the quantities page that specifies silt fence amounts, rock berm amounts, etc.

Response: It is the Contractor's responsibility to develop their own SWPPP. Details have been provided for the BMPs to be used in preparation of contractor SWPPP.

Q7: Does the seed mix go by TXDOT requirements?

Response: See response to Question 33, Addendum 3. Reference Addendum No. 3.

Q8: In the instructions to respondents 1a. "Eight (8) sealed proposals, one (1) original, clearly marked and signed in blue ink, and seven (7) copies." Do the proposals need to be completed in blue ink or just signed in blue ink?

Response: Only the Original Proposal needs to be signed in blue ink.

Q9: Addendum 1 revised the checklist. Part of envelope two, on the checklist, it asks that we include the supplemental instructions. Do you want the actual supplemental instructions printed out and included in our original proposal and with the seven proposal packet copies even though the supplemental instructions were changed with addendum 1?

Response: The Supplemental Instructions to Respondents pages from the RFCSP do not need to be printed out and included, but all of the items listed in the Supplemental Instructions to Respondents need to be addressed in the original proposal and the seven (7) proposal packet copies as indicated on the Respondent's Proposal Checklist. See revised Proposal Checklist attached to this Addendum.

Q10: In Addendum 1 Q9 response was “Firms may bind proposals using alternate methods, though spiral bound proposals are encouraged by SAWS. However, firms are prohibited from using 3 ring binders. Reference E. Format of Proposals #6 of the Supplementary Instructions to Respondents.” We are not allowed to use 3 ring binders and spiral bounding is preferred. Stapling the proposals is acceptable, correct?

Response: Yes, stapling the proposals is acceptable.

Q11: Now that the evaluation criteria forms came out with addendum 1 does that mean we don't need to include the supplementary instructions with envelope two and the seven copies?

Response: All of the items listed in the Supplemental Instruction to Respondents need to be addressed in the submission. See Response to Q2 for more details.

Q12: Supplementary Instructions E. Format of Proposals: Proposals shall be a maximum of SEVENTY FIVE PRINTED PAGES. The cover letter, table of contents, divider sheets, proposal checklist, financial statement, Good Faith Effort Plan, Price Proposal, and any other required documents will not count as printed pages. Now that the evaluation criteria form came out in addendum 1 and asks us to attach TRIR, EMR, Key Personnel Organization Chart, Resumes and Primavera Schedule, how does the page count work? Are those to be counted in the 75 pages we are limited to?

Response: The Evaluation Criteria Forms and any additional items to be included as part of the items listed in the Supplemental Instruction to Respondents (e.g., the organizational chart, Total Recordable Incident Rate, etc.) count towards the seventy-five (75) page limit. Required documents include the Respondent Questionnaire, Conflict of Interest Questionnaire, Certificates of Insurance, etc. and do not count towards the page limit.

Q13: Does the good faith effort plan need to be on the CD or Thumb Drive?

Response: No, it does not. See item 9 under E. Format of Proposals of the Supplemental Instructions to Respondents for more details.

Q14: The CD or Thumb Drive does not need to include the price proposal (envelope 1) and the financial statements, correct?

Response: Correct, it does not. See item 9 under E. Format of Proposals of the Supplemental Instructions to Respondents for more details.

Q15: Are bidders allowed to take additional soil borings prior to the bid?

Response: Yes. Any work to be done will be at the cost and risk of the contractor.

Q16: Sheet S1 of the drawings, neoprene bearing pad. I assume there needs to be a water tight seal between the removable top and the non-movable concrete created with the bearing pad since the manhole cover is water tight. Can the neoprene bearing pads be installed in segments or must they be monolithic?

Response: Pads can be installed in segments, as long as watertight seal can be maintained.

Q16: Proposal “A” Sheets G29/C46 and G31/C39 and bid item 64. Also see detail 3 note 1 on sheet C74 to include these structures in the “bypass pumping item number 103”. Are the structures shown on sheets C39 and C46 to be bid in item 64 or 103? Are there other Type “C” structures I am missing?

Response: The structures in question should be bid in item 64.

Q17: Manholes to be abandoned do not have size or elevations shown on the drawings. Please provide size and elevations of these manholes in order to calculate the grout required to abandon them.

Response: See response to Question 3, Addendum 3. Reference Addendum No. 3.

Q18: Section 184502.1.5 Temporary Fence- “do we get paid fencing item each time we move temp fence”? Ex. We setup 600’ then move it and reset 600’, so can we bill 1200’?

Response: Contractor is expected to develop unit price based on the quantity provided in the plans.

Q19: Sheets C41, C42, C43 show 6” PVC laterals (88’ +/-) that appear not to be included in the bid item no. 47.

Response: 6” PVC laterals are quantified in Price Proposal A under bid item 65. 6” PVC laterals are quantified in Price Proposal B under bid item 61.

Q20: Will the contractor be afforded the opportunity if he elects to perform additional geotechnical investigations prior to bid letting?

Response: See response to Question 15.

Q21: Would steel ring beam and wood lagging be considered an alternate to liner plate as the initial tunnel liner. Steel ring beams and wood lagging are more efficient, more cost friendly, reduce the potential for any ground settlement and eliminate the need for any contact grouting due to the initial liner being fitted tight against the cut of the tunnel itself?

Response: See response to Q18, Addendum 3. Reference Addendum No. 3.

Q22: Please confirm that a pre-construction cross sectional survey will need to be performed for all roadways to be restored as part of this project?

Response: Confirmed

Q23: Can pavement markings be added as a bid item?

Response: Pavement markings will be incidental to line number 5, Hot Mix Asphalt Pavement Type D - 2" Thick.

Q24: Spec section SS804A speaks of negotiation once soils and groundwater has been classified as contaminated. Please confirm the cost of handling contaminated groundwater will be negotiated, if encountered.

Response: We do not anticipate contaminated soil for groundwater will be found on this project. SAWS will bear the costs of testing, should there be a need to test for these conditions.

Q25: SAWS Specification 864-S2 calls for all pneumatic plugs to be equipped with a "radio transmitter that will be used to locate any plug that has escaped in the adjacent system". Can SAWS or the engineer provided an accepted manufacturer of the transmitter or pneumatic plug?

Response: CDI is an accepted manufacturer.

Q26: Special Conditions 1.15. B states, "If SAWS is able to obtain additional 30-foot temporary construction easements, Contractor shall provide a credit (in the form of a deductive change order or as may be otherwise directed by SAWS) to SAWS in the amount of \$10,000 per temporary construction easement parcel". Please confirm the number of parcels in this "easement credit" area.

Response: A total of five (5) such temporary construction easements are included in this area.

3.0 Modifications to CONTRACT DOCUMENTS

- a. Remove in its entirety and replace the Respondent's Proposal Checklist. This version should be used by Respondents when submitting for this solicitation.
- b. Remove in its entirety and replace the Respondent Questionnaire. This version should be used by Respondents when submitting for this solicitation.

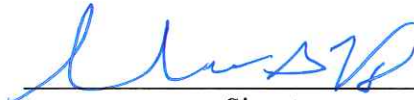
This Addendum, including these six (6) pages, is ten (10) pages with attachments in its entirety.

Attachments

- Respondent's Proposal Checklist
- Respondent Questionnaire

05/07/18

Date



Signature

Kimley-Horn and Associates, Inc.
Texas Registered Engineering Firm F-928
601 NW Loop 410, Ste. 350
San Antonio, TX 78216



RESPONDENT'S PROPOSAL CHECKLIST

Project Name: E19: Seguin Rd To Nacogdoches Rd – Segment 2
SAWS Job No. 18-4502
SAWS Solicitation Number: CO-00153

ENVELOPE 1 (sealed envelope or box)

- Signed Price Proposal A/Acknowledgement of Addendums (Do not include this Price Proposal within the 7 required copies)
- Signed Price Proposal B/Acknowledgement of Addendums (Do not include this Price Proposal within the 7 required copies)
- Signed Proposal Certification Page (PC-1)
- Bid Bond/Cashier's Check

ENVELOPE (OR BOX) 2 - ORIGINAL PROPOSAL

- Proposal Checklist
- One (1) CD of Original Proposal Packet *(excluding the Good Faith Effort Plan, Price Proposal, and Financial Statement)*
- Statement on President's Executive Orders – Page IB 6 or 7
- Good Faith Effort Plan (Proposal A)
- Good Faith Effort Plan (Proposal B)
- Conflict of Interest Questionnaire – Form CIQ *(Rev. 11/30/2015)*
- Financial Statement
- W-9
- Proof of Insurability (Letter from Insurer or Sample Certificate of Insurance)
- Respondent Questionnaire
- Supplemental instructions to Respondents
 - Evaluation Criteria Forms
 - Total Recordable Incident Rate (TRIR)
 - Experience Modification Rate (EMR)
 - Key personnel organizational chart and description of roles and responsibilities
 - Resumes (Key Personnel for Prime and Subcontractors)
 - Primavera or Microsoft (CPM milestone) schedule

PROPOSAL PACKET COPIES - 7 (separate sealed envelope or box for all 7 copies)

- Proposal Checklist
- Respondent Questionnaire
- Supplemental Instructions to Respondents
 - Evaluation Criteria Forms
 - Total Recordable Incident Rate (TRIR)
 - Experience Modification Rate (EMR)
 - Key personnel organizational chart and description of roles and responsibilities
 - Resumes (Key Personnel for Prime and Subcontractors)
 - Primavera or Microsoft (CPM milestone) schedule

I certify that the proposal packet submitted includes the items as indicated above.

Signature

Date

Printed Name

Title



Respondent Questionnaire
Rev. 5/7/18

PROJECT NAME: E19: Sequin Road to Nacogdoches Road – Segment 2 _____

Instructions: The Respondent Questionnaire is a required questionnaire. Complete the questionnaire by inserting the requested information. Do not modify or delete the questions.

GENERAL INFORMATION

1. **Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the Agreement, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this submittal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the Agreement, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Social Security Number or Federal Employer Identification Number: _____

2. **Contact Information:** List the one person who SAWS may contact concerning your submittal or setting dates for meetings.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

_____ Email: _____

3. Identify the principal contact person authorized to commit the Respondent to a contractual agreement.

(Note: If a Respondent is a Joint Venture entity that currently exists and has the financial capability of completing this project solely based on the assets of the Joint Venture, then questions 4,5,6,7,8,9, and 10 would pertain only to the joint venture entity. If the Joint Venture entity is being created for this project, then those questions pertain to the co-respondent members.)

4. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes No

5. Is Respondent authorized and/or licensed to do business in Texas?

Yes No If "Yes", list authorizations/licenses.

6. **Affirmative Action** - Respondent agrees to adhere to the EEO requirements contained in the RFQ section IV, subsection "C." paragraph 10.a.

Yes No If "No", state reason.

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes No If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes No If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

9. Provide any other names under which Respondent has operated within the last 10 years.

10. **Litigation Disclosure:** Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required in the Litigation Disclosure questions may result in the disqualification of your submittal from consideration or termination of the Agreement, once awarded.

a. Have you or any member of your Firm or Team to be assigned to this project ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

b. Have you or any member of your Firm or Team to be assigned to this project been terminated (for cause or otherwise) from any work being performed for the San Antonio Water System or any other Federal, State or Local Government, or Private Entity?

Yes No

- c. Have you or any member of your Firm or Team to be assigned to this project been involved in any claim or litigation with the San Antonio Water System or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes No

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

11. Compliance Agreement:

Nondisclosure. No information obtained by Respondent from SAWS shall be disclosed by Respondent to any third party. In the event Respondent is subject to the Texas Public Information Act, upon receipt of a request for any information obtained by Respondent, Respondent shall provide notice to SAWS of the request along with a copy of the request, and give SAWS the opportunity to respond to the request prior to its release by Respondent.

No Lobbying and Compliance with Law. During the selection process for the project named in this RFQ, Respondent agrees to comply with all applicable laws and regulations, including but not limited to restrictions against direct or indirect lobbying of public officials. Respondent agrees not to make or permit to be made any improper payments, or to perform any unlawful acts.

This agreement shall be construed to be enforceable to the maximum extent permitted by law.

Failure to complete this question or comply with its terms may subject this firm to elimination from the selection process at any time.

Does the Respondent agree to the above?

Yes No

- 12. Security Procedures:** Respondent acknowledges having read the security procedures in Exhibit "E" and understands the requirements. Respondent is prepared to perform at their own expense background security checks on their employees, or the employees of their consultants or sub-consultants if requested by SAWS.

Yes No

- 13. Addendums:** Each Respondent is required to acknowledge receipt of all addendums.

None Yes If "Yes", Identify.

The information provided above is true and accurate to the best of my knowledge. Furthermore, we understand that failure to complete the Respondent Questionnaire may subject this firm to elimination from the selection process.

Signature

Date

Printed Name

Title