



**New Sulphur Springs Lift Station and Force Main RFCSP**

**Solicitation Number: CO-00635**

**Job No.: 22-1509**

**ADDENDUM 2**

**January 31, 2023**

To Respondent of Record:

This addendum, applicable to work referenced above, is an amendment to the price proposal, plans and specifications and as such will be a part of and included in the Contract Documents. Acknowledge receipt of this addendum by entering the Addendum number and issue date on the space provided in submitted copies of the Respondent Questionnaire.

**CHANGES TO THE SPECIFICATIONS**

- SUPPLEMENTARY INSTRUCTIONS TO RESPONDENTS**, pages SIR – 9 through SIR-12, Section E.6, Small Minority, Woman, and Veteran-Owned Business Participation (10 Points), is hereby deleted in its entirety and replaced with the following:

**“6. Small, Minority, and Woman-owned Business Participation (10 Points)**

- a. Equal Employment Opportunity Requirements - SAWS highly encourages Respondents to implement Affirmative Action practices in their employment programs. This means Respondents should 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 SAWS Board of Trustees has adopted a Small, Minority, and Woman-owned Business (SMWB) Policy to establish and oversee a program that will support the inclusion of local SMWBs. It is the policy of SAWS that it will ensure that local SMWBs have an equal opportunity to compete for, receive and participate in SAWS contracts. It is our policy to:

- Ensure nondiscrimination in the award and administration of SAWS contracts;
- Create a level playing field on which SMWBs can compete fairly for SAWS contracts;
- Ensure that only firms that attempt to meet SMWB good faith efforts are considered for contract awards.

Respondent’s commitment to SAWS SMWB policy will be based on meeting or exceeding the stated mandatory SMWB goal. The SMWB goal is based the availability of local Minority and Woman-owned Business Enterprises for the specific scopes of work associated with this contract. Points will be awarded based meeting or exceeding the mandatory SMWB goal.

Please note that as of 1/1/2023, an updated SMWB Policy and scoring methodology are being implemented by San Antonio Water System. **The maximum number of Small, Minority, and Woman-owned Business (SMWB) points to be earned is 10 points.** Self-performance of the Respondent and subcontracting may be used to achieve the mandatory goal and earn points. **SMWB Respondents and/or subcontractors must be certified by the South Central Texas Regional Certification Agency or the Texas Historically Underutilized Business “HUB” Program.** Eligible firms (including MBEs and WBEs) must also be certified as a **Small Business Enterprise (SBE)**, **must perform a commercially- useful function** on the project, and **must have a local presence in the Relevant Marketplace** in order to be eligible for SMWB points. Please see the Good Faith Effort Plan for definitions of terms. All Respondents, whether SMWB

or not, may earn the maximum number of SMWB points (10) by meeting or exceeding the stated mandatory SMWB goal. Failure to meet the mandatory goal will not result in disqualification if proof of Good Faith Outreach Efforts is included with the Respondent’s submittal. However, non-attainment of the mandatory SMWB goal will result in the inability to earn SMWB points. Bidders that do not provide proof of Good Faith Outreach Efforts at the time bids are due may be disqualified.

<p><b>A. SMWB Scoring Method: Up to 10 Points (by percentage) for meeting or exceeding the stated mandatory SMWB goal.</b></p>
<p><b>B. Optional:</b> Prior subcontractor/supplier utilization and compliance with SMWB goals may be considered when totaling the SMWB score. the decision to deduct SMWB points will be based upon data for the past 2 years from the Subcontractor Payment &amp; Utilization Reporting (SPUR) System. This applies to SMWB and Non-SMWB Prime Contractors' utilization of their SMWB subcontractors/suppliers. Up to 3 points may be deducted from the SMWB score for discrepancies between the pledged SMWB goal, and the current/ongoing actual utilization of SMWB subcontractors/suppliers on recent SAWS projects. This option does not apply to work order/unspecified contracts.</p>
<ul style="list-style-type: none"> <li>• Total SMWB Subconsultant compliance discrepancy between 3% - 4%: Deduct 1 Point</li> </ul>
<ul style="list-style-type: none"> <li>• Total SMWB Subconsultant compliance discrepancy between 4% - 5%: Deduct 2 Points</li> </ul>
<ul style="list-style-type: none"> <li>• Total SMWB Subconsultant compliance discrepancy greater than 5%: Deduct 3 Points</li> </ul>

- b. The SMWB goal is expressed as a percentage of the total dollar amount of the contract going to SMWBs for those areas which the Respondent has subcontracted or anticipates to subcontract, including any future change orders. The goal shall also apply to change orders that require work beyond the scope of services originally required to accomplish the project.
- c. The Respondent agrees to employ good faith efforts to carry out this policy through award of subcontracts to SMWBs to the fullest extent possible.
- d. The SAWS Good Faith Effort Plan (GFEP) will be used for scoring purposes based upon SMWB participation. However, **all subcontractors and/or suppliers, whether SMWB-certified or not, must be listed in the GFEP**, because the information provided in the GFEP will be used to develop the final contract/agreement. The GFEP format is attached as Exhibit “B.” This form is required and considered part of the response to the RFCSP. Should the Good Faith Effort Plan not be submitted, the proposal may be considered non-responsive.
- e. Notices to firms contacted by the Respondent for specific scopes of work identified for subconsulting/supply opportunities must be provided to sub-consultant/supplier **not less than five (5) business days prior to the solicitation due date.**
- f. SOLICITATION METHOD(S) UTILIZED FOR GOOD FAITH OUTREACH:  
At least two methods of solicitation are required, and the approved methods to be utilized for the solicitation are listed below. Copies of the actual postings, direct contact email/phone log, etc. must be attached to this form as support documentation for each method used. Failure to adequately follow these steps will result in the requirement to take additional steps in order to become compliant.
  - Newspaper Advertisements
  - Meetings or Conferences
  - Trade Association Publications

- Minority Media
- Internet & Web Postings Other Government Publications
- Direct Contact by Phone, Fax, USPS Mail, or Email\*

\*If using direct contact, entities must solicit to a minimum of 3 SMWB businesses/firms for each scope of work that Respondent intends to engage a subconsultant for (i.e., construction, supplies, equipment, or services).

- g. The successful Respondent is required to electronically submit actual subcontractor payment information using the Subcontractor Payment and Utilization Reporting (S.P.U.R.) System, accessed through a link on SAWS' "Business Center" web page. Payment reporting will begin with the first SAWS payment for services under the contract, and with every payment thereafter (for the duration of the contract). The Contractor and all subcontractors will be provided a unique log-in credential and password to access the SAWS subcontractor payment reporting system. The link may be accessed through the following internet address: <https://saws.smwbe.com/>

Training on the use of the system will be provided by SAWS upon request. After the prime receives payment from SAWS, electronic submittals will require data entry of the actual amount paid to each subcontractor listed on the Contractor's Good Faith Effort Plan. Any unjustified failure to comply with the committed SWMB levels may be considered breach of contract.

If there is not an opportunity to subcontract any components of the contract, then use of the S.P.U.R. System is not applicable.

Please contact the SMWB Program Manager at 210-233-3420 or [marisol.robles@saws.org](mailto:marisol.robles@saws.org) for any questions pertaining to the Good Faith Effort Plan or the SMWB Program, or S.P.U.R. System reporting."

- 2. **TRILATERAL AGREEMENT**, pages CA-1 and CA-2, are hereby deleted in their entirety and replaced with the Trilateral Agreement attached to this Addendum.
  - a. Modified signature block to, Robert R. Puente, President/Chief Executive Officer
- 3. **CONTRACTOR'S PAYMENT AND PERFORMANCE BOND**, pages PB-1 through PB-3 are hereby deleted in their entirety and replaced with the Payment and Performance bonds attached to this Addendum.
  - a. Modified signature block to CEO. Robert R. Puente, President/Chief Executive Officer

**END OF ADDENDUM**

This Addendum, including these three (3) pages, is eleven (11) pages with attachments in its entirety.

Attachments:

Trilateral Agreement

Contractor's Payment Bond

Contractor's Performance Bond

**TRILATERAL AGREEMENT**

STATE OF TEXAS §  
COUNTY OF BEXAR §

**KNOW ALL MEN BY THESE PRESENTS:**

That this Agreement made and entered into this \_\_\_ day of \_\_\_ A.D., \_\_\_ by and between **THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES**, hereinafter called **THE SAN ANTONIO WATER SYSTEM, COUNTY OF BEXAR, STATE OF TEXAS**, Acting through its Contracting Officer, First Party, hereinafter termed the Owner, \_\_\_\_\_, Second Party, hereinafter termed the Developer Customer, and \_\_\_\_\_, Third Party, hereinafter termed the Contractor.

**WITNESSETH:** That for and in consideration of the commitments and agreements hereinafter mentioned to be made and performed by the respective parties to this Trilateral Agreement, Contractor agrees to commence and complete the construction of certain improvements at the prices set forth in the Contractor's Proposal for the San Antonio Water System Job No. \_\_\_\_\_, dated \_\_\_\_\_, the same being designated as \_\_\_\_\_.

The Contractor shall perform all work shown on the Plans and described Specifications and shall meet all requirements of this Agreement, The General and Special Conditions of the Agreement; and such Orders and Agreements for Extra Work as may subsequently be entered by the above named parties to this Agreement.

The Contractor shall not offer, confer, or agree to confer any benefit or gift to any San Antonio Water System employee 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.

The Contractor hereby agrees to commence work under this Contract on the date indicated in the SAWS written Authorization to Proceed. Under no circumstances shall the work commence prior to the Contractor's receipt of SAWS issued, written Authorization to Proceed. Computation of Contract Time will begin on the construction start date as indicated on the written Authorization to Proceed. All work specified in these Contract Documents shall be completed within «**Calendar Days**» calendar days from the construction start date indicated on the written Authorization to Proceed.

The parties agree and understand that the provisions of Chapter 252, Texas Local Government Code, and/or Chapter 2269, Texas Government Code (as amended) apply to this contract. As applicable, the terms of the aforementioned state law are incorporated herein by reference. Contractor and Owner agree that pursuant to state law that the, Owner, as a public body authorizes its duly designated administrative officer (Contracting Officer) to negotiate change orders up to and including the amount of \$100,000.00. It is also agreed and understood that any change orders which increase the cost of the work provided under the contract in excess of 25% of the original contract price are prohibited. The cost of the work provided under the contract may be decreased over 25% of the original contract price with the consent of the Contractor.

The Owner and Developer Customer agree to pay the Contractor in current funds, and to make payments on account, for the performance of the work in accordance with this Agreement, at the prices set forth in the Contractor's Proposal, subject to additions and deductions, all as provided in the documents incorporated herein by reference.

The following documents, together with this Contract, comprise the Agreement, and they are as fully a part thereof as if herein repeated in full:

- |   |  |
|---|--|
| Request for Competitive Sealed Proposals            | SAWS Construction and Material Specifications,   |
| Instructions to Respondents                         | may be amended                                   |
| Proposal  | Plans and Technical Specifications               |
| *Payment Bond                                       | Special and Supplemental Condition               |
| *Performance Bond                                   | *Payment Specifications (Attachment 1, 2, and 3) |
| General Conditions of the Contract                  | *Conveyance of Facilities Attachment             |
| Proof of Insurance                                  | Addenda  |
| SAWS Utility Service Regulations, as may be amended | Change Orders, if necessary                      |
| The Plans, designated SAWS «Project_Name» «Job_No»  | Good Faith Effort Plan                           |
| *Items attached to this Contract                    |  |

The Developer Customer must provide the Owner an Owner approved performance guarantee for the Developer Customer’s share of the oversize cost based on the Contractor’s Proposal at the time the Developer Customer signs this contract. Should the Developer Customer’s delay in providing the required performance guarantee or delay in signing this contract result in any postponement of project or price escalation charges, the Developer Customer will be responsible for 100% of these costs. Should the Developer Customer default on payment of the Developer Customer’s share of the oversize cost, the Owner may at its discretion implement any or all of the following: deny the Developer Customer impact fee credits for their share of the oversize, if applicable, deny the use or transfer of existing impact fee credits by the Developer Customer, deny the issuance of new services to the Developer Customer, deny the issuance of new connections or services to the oversized infrastructure and/or exercise the performance guarantee.

In witness thereof of the Parties of these presents have executed this Agreement in the year and day of first above written.

The individuals executing this Contract each represent and warrant to the other party that he/she has full authority to execute this Contract on behalf of his/her respective party.

**SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, OWNER**

By: \_\_\_\_\_  
Name: «President - CEO»  
Title: President/Chief Executive Officer  
Date: \_\_\_\_\_

**DEVELOPER**

By: \_\_\_\_\_  
Name: «Developer\_Name »  
Title: «Developer Title »  
Date: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_  
Name: «Contractor\_Name »  
Title: «Contractor Title »  
Date: \_\_\_\_\_

CONTRACTOR'S PAYMENT BOND

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENCE:

COUNTY OF BEXAR §

\_\_\_\_\_ of \_\_\_\_\_ County, Texas, as Principal, and \_\_\_\_\_, as Surety, a corporation organized under the laws of the State of \_\_\_\_\_, and duly authorized to do business in the State of \_\_\_\_\_, are held and firmly bound unto the City of San Antonio, Texas, a municipal corporation, for the use and benefit of the SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, County of Bexar, State of Texas (BOARD), and \_\_\_\_\_ of Bexar County, Texas (DEVELOPER CUSTOMER), for the use, benefit and protection of all persons, firms, corporations, and municipal corporations who may furnish material for or perform labor upon the building, structures, or improvements referred to in the attached Contract, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), to be paid in \_\_\_\_\_ County, \_\_\_\_\_, for the payment whereof Principal and Surety bind and obligate themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents;

THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS,

the said \_\_\_\_\_, hereinafter called CONTRACTOR or PRINCIPAL, has made and does this day make and enter into a certain Contract in writing with said BOARD and DEVELOPER CUSTOMER, a copy of which is attached hereto and made a part hereof, for the construction and completion of certain structures, work, and improvements generally described as:

«Project Title»

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«Job\_No.»

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and for the faithful performance and observance of various other matters and things in connection with said work; all of which matters will more fully appear from said Contract, together with the plans, specifications and all other contract documents for said work, which are made a part hereof;

Now, therefore, if CONTRACTOR, the principal party to this obligation, shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall become null and void, but otherwise remain in full force and effect; and it is hereby further understood and agreed that this bond shall be a continuous obligation against the PRINCIPAL and each member of said principal party hereto, and each and every Surety hereon, and that successive recoveries may be had thereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of each and every Surety on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by BOARD, or by the exercise or failure to exercise by or on behalf of the BOARD of any right or remedy provided by the Contract or specifications or by any law or ordinance; and further, that if any legal action be filed on this bond, venue shall lie in Bexar County, Texas.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or plans, specifications, drawings and exhibits accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The Surety shall not be liable under this bond to the obligees, or either of them unless the said obligees, or either of them, shall make payments to the Principal, strictly in accordance with the terms of said Contract as to payments and/or shall perform all the other obligations to be performed under said Contract at the time and in the manner therein set forth.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 10, Chapter 2253, as amended, of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of this Chapter, to the same extent as if it were copied at length herein.

IN TESTIMONY WHEREOF, WITNESS OUR HANDS and seal hereon as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

«Contractor»

CONTRACTOR AND PRINCIPAL

Mailing Address of Contractor and Principal:

«Street Address»

«City State Zip»

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

«Surety\_Name»  
SURETY

Mailing Address of Surety:

«Street\_Address»

«City\_State\_Zip»

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved by the SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES on behalf of the City of San Antonio a municipal corporation, acting by and through its San Antonio Water System Board of Trustees.

By: \_\_\_\_\_

Name: «President - CEO»

Title: President/Chief Executive Officer



CONTRACTOR'S PERFORMANCE BOND

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENCE:

COUNTY OF BEXAR §

That \_\_\_\_\_ Of Bexar County, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, a corporation organized under the laws of the State of Illinois, and duly authorized to do business in the State of Texas, are held and firmly bound unto the City of San Antonio, Texas, a municipal corporation, for the use and benefit of the SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, County of Bexar, State of Texas (BOARD), and \_\_\_\_\_ of \_\_\_\_\_ County, \_\_\_\_\_.

(DEVELOPER CUSTOMER), in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), to be paid in Bexar County, Texas, for the payment whereof Principal and Surety bind and obligate themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents;

THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS,

the said \_\_\_\_\_, hereinafter called CONTRACTOR or PRINCIPAL, has made and does this day make and enter into a certain Contract in writing with said BOARD and DEVELOPER CUSTOMER, a copy of which is attached hereto and made a part hereof, for the construction and completion of certain structures, work, and improvements generally described as:

«Project Title»

---

«Job No.»

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and for the faithful performance and observance of various other matters and things in connection with said work; all of which matters will more fully appear from said Contract, together with the plans, specifications and all other contract documents for said work, which are made a part hereof;

Now, therefore, if CONTRACTOR, the principal party to this obligation, shall: (1) faithfully construct and complete said structures, work, and improvements, and shall observe, perform, and comply with all the terms, conditions, stipulations, undertakings, and provisions of said Contract and the plans and specifications and all other instruments according to their intent and purpose insofar as the same relate to or are incident to the construction and completion of said structures, work, and improvements as distinguished from the repair and maintenance thereof after acceptance thereof, and (2) repair any and all defects in the work occasioned by and resulting from defects in materials furnished by, or workmanship of, the CONTRACTOR in performing the work covered by said Contract occurring within a period of twenty four (24) months from the date of the Contract Completion Certificate, then and thereupon this obligation shall become null and void, but otherwise to remain in full force and effect; and it is hereby further understood and agreed that this

bond shall be a continuous obligation against the Principal, and each member of said Principal party hereto and each and every Surety hereon, and that successive recoveries may be had hereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and that the liability of each and every Surety on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by BOARD, nor by the exercise or failure to exercise by or on behalf of the BOARD of any right or remedy provided by the Contract or specifications or by any law or ordinance; and further, that if any legal action be filed on this bond, venue shall lie in Bexar County, Texas.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or plans, specifications, drawings and exhibits accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The Surety shall not be liable under this bond to the obligees, or either of them unless the said obligees, or either of them, shall make payments to the Principal, strictly in accordance with the terms of said Contract as to payments and/or shall perform all the other obligations to be performed under said Contract at the time and in the manner therein set forth.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 10, Chapter 2253, as amended, of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of this Chapter, to the same extent as if it were copied at length herein.

IN TESTIMONY WHEREOF, WITNESS OUR HANDS and seal hereon as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

Mailing Address of Contractor and Principal:

«Street Address»

«City State Zip»

«Contractor»

CONTRACTOR AND PRINCIPAL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

«Surety Name»

SURETY

Mailing Address of Surety:

«Street Address»

«City State Zip»

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved by the SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES on behalf of the City of San Antonio a municipal corporation, acting by and through its San Antonio Water System Board of Trustees.

By: \_\_\_\_\_

Name: «President - CEO»

Title: President/Chief Executive Officer