

## INVITATION TO BIDDERS

### **Solicitation No. B09-030-DD**

Sealed bids are requested by the San Antonio Water System for the for the purpose of retaining a Contractor to furnish all labor, materials, equipment and supervision to repair leaks in the water distribution system pipelines and appurtenances, on a work order contract basis for the 2009 Annual Water Distribution Leak Repair Project, SAWS Job No. 09-0111 and 09-1401.

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 **10:00 a.m., July 10, 2009**. Bids will then be publicly opened and read aloud in Contract Administration Office, Suite 171, Conference Room 169 at the San Antonio Water System Customer Center Building, 2800 U.S. Hwy 281 North, San Antonio, Texas. **This solicitation includes a Good Faith Effort Plan and a Conflict of Interest Questionnaire, CIQ Form, which should be included as part of your bid and will become part of the construction contract documents.** 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.

A mandatory pre-bid meeting will be held at 10:00 a.m. on **Wednesday, July 1, 2009** at the San Antonio Water System's Customer Service Building, 3<sup>rd</sup> floor, Conference Room 339, 2800 U.S. Hwy 281 North, San Antonio, Texas 78212. To view additional project information, visit our website located at [www.saws.org](http://www.saws.org), select Business Center, then select Bids Construction, then Current Invitations to Bid, locate project, then select More.

Interested bidders may obtain one electronic set of plans and specifications from the San Antonio Water System's Contract Administration Office, 2800 U.S. 281 North, Customer Center Building, Suite 171, San Antonio, Texas 78212, between the hours of 8:00 a.m. to 5:00 p.m.

Any questions regarding the project will be accepted by Diana W. Dwyer., Contract Administrator, in writing via email to: [ddwyer@saws.org](mailto:ddwyer@saws.org) or fax to (210) 233-5218 until 4:00 PM (CST) on July 6, 2009. Answers to the questions will be posted to the web site by 4:00 PM (CST) on July 8, 2009 as a separate document or included as part of an addendum. For questions on obtaining plans & specifications please contact the Contract Administration Office at (210) 233-3341. The System reserves the right to reject any or all bids and to waive any or all formalities.

SAN ANTONIO WATER SYSTEM

*David R. Gonzales, CPM*

Manager, Contract Administration

## 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 bidders 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 distributed to all bidders and/or 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. Surety shall also provide evidence that the Surety is authorized to provide service in the State of Texas at the amount on the 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 material or services bid on. Samples, when required, must be submitted within the time specified at no expense to the San Antonio Water System. If not destroyed or used up during testing, samples will be returned upon request at the Bidder's expense.
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 inform himself 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.
  - (c) The Bidder shall furnish all information required by the bid form. The Bidder shall print or type his name and manually sign the schedule and each continuation sheet on which any entry is made.
  - (d) The Bidder is required to submit a Good Faith Effort Plan and SMWB Certification Certificate as part of the bid. Bidder and/or their agents may contact the SAWS Small Business Liaison Office 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. All questions should be directed to the SMWB Program Manager at 210-233-3420.
  - (e) The Bidder is required to submit a 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 will be submitted as part of the bid. Form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Please consult your own legal advisor if you have questions regarding the statute or form.
  - (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 as specified in the 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, Tax Administration Division, State of Texas, Austin, Texas 78774 (512) 463-4934. 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
  - d. The Payment Bond
  - e. The Performance Bond
  - f. The General Conditions of the Contract
  - g. The Special Conditions of the Contract
  - h. The Construction Specifications
  - i. The Standard Drawings
  - j. Addenda
  - k. Change Orders
  - l. Good Faith Effort Plan
  - m. 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. Surety shall also provide evidence that the Surety is authorized to provide service in the State of Texas at the amount on the Bond. Contractor agrees that all Performance and Payment Bonds required shall be submitted in accordance with General Conditions, Sections 3.5 & 3.6. If the contract amount does not exceed \$25,000.00, then the Performance and Payment Bonds will not be required.

9. In all cases, the written unit price in the bid shall govern. 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. The Contractor's local 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 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 **Lowest Responsive and 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 and include signed copies thereof, any and all addendums issued 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 include with their bid, 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. Before submitting a bid, the Bidder should carefully examine the Bid, Plans, Specifications, Special Conditions, General Conditions, and the form of the contract to be entered into for the work contemplated. He shall examine the site of the work and satisfy himself as to the conditions that will be encountered relating to the character, quality and quantity of work to be performed and materials to be furnished. Such examinations shall include the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted

operation of existing facilities, the availability and cost of labor, and facilities for transportation, handling and storage of materials and equipment.

The submission of a bid by the Bidder shall be conclusive evidence that he has complied with these requirements. The borings, profiles, existing underground utilities, and water elevations shown on the plans were obtained for the use of the San Antonio Water System in the preparation of the plans, and the Bidder is hereby cautioned that the San Antonio Water System neither assumes nor implies any responsibility for the accuracy of this data.

19. 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.
20. 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, or national origin. 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.

21. Approval of Plans and/or Specifications by the Director of Engineering shall not constitute an assumption of liability by the San Antonio Water System or the Director for any inaccuracy of computation or deficiency of design therein.
22. 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.
23. For information only, the following "WORKERS COMPENSATION INSURANCE COVERAGE REQUIREMENTS", has been added at the end of this section. Please refer to 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) A complete financial statement for your organization that was prepared within the past 12 months, by an independent Certified Public Accountant, copies of your primary bank account statements for the last 6 months, a point of contact for your banking institution.
  - (b) An information packet on company showing experience, organization and equipment.
  - (c) A statement regarding ability to complete the project within the schedule taking into account existing commitments.
  - (d) 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.

SAN ANTONIO WATER SYSTEM

*David R. Gonzales, CPM*

Manager, Contract Administration

## WORKERS' COMPENSATION INSURANCE COVERAGE REQUIREMENTS

A Contractor shall:

- (1) provide coverage for its employees providing services on a project for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on a project, and provide to the governmental entity:
  - (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (B) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for the three (3) years thereafter,
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30-point bold type and text in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes.  
**REQUIRED WORKERS' COMPENSATION COVERAGE** "The law requires that each person working on the site or providing services related on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other services related to the project, regardless of the identity of their employer or status as an

employee." "Call the Texas Workers' Compensation Commission at 1-800-252-7031 to receive information on the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage"; and

- (8) contractually required each person with whom it contracts to provide services on a project, to:
- (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
  - (B) provide a certificate of coverage to the contractor prior to that person to beginning work on the project;
  - (C) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during duration of the project;
  - (D) obtain from each other person with whom it contracts, and provide to the contractor:
    - (i) a certificate of coverage, prior to the other person beginning work on the project; and
    - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project,
  - (E) retain all required certificates of coverage on file for the duration of the project and for three (3) years thereafter;
  - (F) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (G) contractually require each other person with whom it contracts, to perform as required by subparagraphs (A) - (G) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

A person providing services on a project, other than a contractor shall:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) provide a certificate of coverage as required by its contract to provide services on the project, prior to beginning work on the project;

- (3) provide the person for whom it is providing services on the project, prior to the end of the coverage period shown on its current certificate of coverage, a new certificate showing extension of coverage, if the coverage period shown on the certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on a project under contract to it, and provide as required by its contract:
  - (A) a certificate of coverage, prior to the other person beginning work on the project; and
  - (B) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project,
- (5) retain all required certificates of coverage on file for the duration of the project and for three (3) years thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, of any change that materially affects the provision of coverage of any person providing services on the project and send the notice within ten (10) days after the person knew of should have known of the change; and
- (7) contractually required each other person with whom it contracts to;
  - (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
  - (B) provide a certificate of coverage to it prior to that other person beginning work on the project;
  - (C) provide, prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during duration of the project;
  - (D) obtain from each other person under contract to it to provide services on the project, and provide as required by its contract:
    - (i) a certificate of coverage, prior to the other person beginning work on the project; and
    - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the contract;

- (E) retain all required certificates of coverage on file for the duration of the project and for three (3) years thereafter;
- (F) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (G) contractually require each other person with whom it contracts, to perform as required by subparagraphs (A) - (G) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

If any provision or this rule of its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this rule that can be given effect without the invalid provision or application, and to this end the provisions of this rule are declared to be severable.

This rule is applicable for building or construction contracts awarded by a governmental entity on or after September 1, 1994.

**PROPOSAL**

PROPOSAL OF \_\_\_\_\_,  
 a Corporation organized and existing under the laws of the State of \_\_\_\_\_,  
 a Partnership consisting of \_\_\_\_\_,  
 an Individual doing business as \_\_\_\_\_.

Enclosed with this bid are (1) Bid Bond, and (2) Statement of Bidder’s Qualifications, (3) Good Faith Effort Plan and (4) Conflict of Interest Questionnaire in accordance with the Instructions to Bidders. It is understood that all proposals submitted without these items and proper acknowledgement of all addenda herein may be rejected.

The duration of this Contract is 730 calendar days from issuance of the Authorization to Proceed. Schedules and duration for individual work orders shall be as required by the Special Conditions.

Quantities shown are approximate and the bid items listed represent items required over the duration of the contract. All items and quantities within the bid proposal are estimated and are not guaranteed by SAWS to be used under this contract. Quantities will be established for each individual work order.

**TO THE SAN ANTONIO WATER SYSTEM:**

Pursuant to Instruction and Invitations to Bidders, the undersigned proposes to furnish all labor, materials, equipment and supervision to repair leaks in the water distribution system pipelines and appurtenances, on a work order contract basis for San Antonio Water System (SAWS) in accordance with the Plans and Specifications for the 2009 Annual Water Distribution Leak Repair Contract, Job No. 09-0111 (O&M) and 09-1401 (CIP); Solicitation No. B-09-030-DD. The undersigned acknowledges and understands that the requirement is unspecified at the time of bidding, all quantities are estimated, and that it is the intent of this proposal and quantities indicated herein, to establish unit prices for various line items to be paid the Contractor by SAWS as the work is accomplished throughout the year. No change in the unit price shall be made during the contract period, regardless of the actual quantity of the item of work performed. The work will be performed for the following prices to wit:

<b>Item No.</b>	<b>Description (Unit Price to be written in words)</b>	<b>UM</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>
100	Mobilization; per Each work order	EA	74		
				Dollars	
	and	Cents		\$	\$

**2009 Annual Water Distribution Leak Repair Contract  
SAWS Job No. 09-0111 (O&M) and 09-1401 (CIP)  
Solicitation No. B-09-030-DD**

<b>Item No.</b>	<b>Description (Unit Price to be written in words)</b>	<b>UM</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>
103.1	Remove and Dispose of Concrete Curb; per Linear Foot	LF	150		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
103.3	Remove and Dispose of Sidewalks/Driveways; per Square Yard	SY	200		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
200	Flexible Base; per Cubic Yard	CY	50		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
203	Tack Coat; per Gallon	GAL	85		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
205.4	HMAC Type D - 2 inches; per Square Yard	SY	850		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
208	Salvage, Haul, Stockpile Asphalt Concrete; per Cubic Yard	CY	50		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
500.1	Concrete Curbing, per Linear Foot	LF	125		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>

**2009 Annual Water Distribution Leak Repair Contract  
SAWS Job No. 09-0111 (O&M) and 09-1401 (CIP)  
Solicitation No. B-09-030-DD**

<b>Item No.</b>	<b>Description (Unit Price to be written in words)</b>	<b>UM</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>
500.3	Concrete Gutter; per Linear Foot	LF	25		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
502.1	Concrete Sidewalks; per Square Yard	SY	50		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
503.1	Concrete Driveways; per Square Yard	SY	75		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
503.2	Commercial Driveways; per Square Yard	SY	75		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
508	Relocate Fence; per Linear Foot	LF	200		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
511.3a	Cutting and Replacing Pavement 10"/3"; per Square Yard	SY	100		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
511.3b	Cutting and Replacing Pavement 6"/2"; per Square Yard	SY	100		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>

**2009 Annual Water Distribution Leak Repair Contract  
SAWS Job No. 09-0111 (O&M) and 09-1401 (CIP)  
Solicitation No. B-09-030-DD**

<b>Item No.</b>	<b>Description (Unit Price to be written in words)</b>	<b>UM</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>
515	Top Soil; per Cubic Yard	CY	25		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
516.1	Bermuda Sod; per Square Yard	SY	75		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
516.2	St. Augustine Sod; per Square Yard	SY	75		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
530	Barricades, Signs and Traffic Handling; per Each work order	EA	74		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
550	Trench Excavation Safety; per Linear Foot	LF	400		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
805.1	Police Officer; per Hour	HR	100		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
824.11	Reconnect 3/4" Service; per Each	EA	10		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>

**2009 Annual Water Distribution Leak Repair Contract  
SAWS Job No. 09-0111 (O&M) and 09-1401 (CIP)  
Solicitation No. B-09-030-DD**

<b>Item No.</b>	<b>Description (Unit Price to be written in words)</b>	<b>UM</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>
824.12	Reconnect 1" Service; per Each	EA	6		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
					<u>\$</u>
824.13	Reconnect 1 1/2" Service; per Each	EA	2		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
					<u>\$</u>
824.14	Reconnect 2" Service; per Each	EA	1		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
					<u>\$</u>
824.21	Relay 3/4" Short Service; per Each	EA	5		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
					<u>\$</u>
824.22	Relay 1" Short Service; per Each	EA	2		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
					<u>\$</u>
824.23	Relay 1 1/2" Short Service; per Each	EA	1		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
					<u>\$</u>
824.24	Relay 2" Short Service; per Each	EA	1		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
					<u>\$</u>

**2009 Annual Water Distribution Leak Repair Contract  
SAWS Job No. 09-0111 (O&M) and 09-1401 (CIP)  
Solicitation No. B-09-030-DD**

<b>Item No.</b>	<b>Description (Unit Price to be written in words)</b>	<b>UM</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>
824.31	Relay 3/4" Long Service; per Each	EA	5		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
					<u>\$</u>
824.32	Relay 1" Long Service; per Each	EA	2		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
					<u>\$</u>
824.33	Relay 1 1/2" Long Service; per Each	EA	1		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
					<u>\$</u>
824.34	Relay 2" Long Service; per Each	EA	1		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
					<u>\$</u>
828.1	Replace 6" Gate Valve; per Each	EA	2		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
					<u>\$</u>
828.2	Replace 8" Gate Valve; per Each	EA	2		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
					<u>\$</u>
828.3	Replace 10" Gate Valve; per Each	EA	1		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
					<u>\$</u>

**2009 Annual Water Distribution Leak Repair Contract  
SAWS Job No. 09-0111 (O&M) and 09-1401 (CIP)  
Solicitation No. B-09-030-DD**

<b>Item No.</b>	<b>Description (Unit Price to be written in words)</b>	<b>UM</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>
828.4	Replace 12" Gate Valve; per Each	EA	1		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
834.1	Replace Fire Hydrant; per Each	EA	5		
				<u>Dollars</u>	
				<u>Cents</u>	<u>\$</u>
834.2	Replace Fire Hydrant and 6" Valve; per Each	EA	5		
				<u>Dollars</u>	
				<u>Cents</u>	<u>\$</u>
1015	Service Line Leak Repairs, 3/4" to 2"; per Each	EA	20		
				<u>Dollars</u>	
				<u>Cents</u>	<u>\$</u>
1020.1	6 Inch Water Main Leak Repair; per Each	EA	10		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
1020.2	8 Inch Water Main Leak Repair; per Each	EA	6		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>
1020.3	10 Inch Water Main Leak Repair; per Each	EA	2		
				<u>Dollars</u>	
	and			<u>Cents</u>	<u>\$</u>



**2009 Annual Water Distribution Leak Repair Contract  
SAWS Job No. 09-0111 (O&M) and 09-1401 (CIP)  
Solicitation No. B-09-030-DD**

**PROPOSAL**

Accompanying this proposal is a Bid Bond or Certified or Cashier's Check on a State or National Bank 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 within 30 days after the award of the Contract.

The Contractor hereby agrees to commence work under this Contract within seven (7) calendar days after issuance by the SAWS of the written Authorization to Proceed. Under no circumstances shall the work commence prior to Contractor's receipt of SAWS issued, written Authorization to Proceed.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

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



**GOOD FAITH EFFORT PLAN FOR  
 CONSTRUCTION SUB-CONTRACTS  
 FOR**

**NAME OF PROJECT:** 2009 Annual Water Distribution Leak Repair Contract

**SECTION A - CONTRACTOR INFORMATION:**

**Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Is your firm Certified?**      **Yes:** \_\_\_\_\_ **No:** \_\_\_\_\_ **If certified, Certification Number:** \_\_\_\_\_

**Certification Type:**    \_\_\_\_\_ **AABE**    \_\_\_\_\_ **DIBE**    \_\_\_\_\_ **MBE**    \_\_\_\_\_ **WBE**

\_\_\_\_\_ **SBE**    \_\_\_\_\_ **VBE**    \_\_\_\_\_ **HUB**    \_\_\_\_\_ **DBE**

1. List ALL SUBCONTRACTORS/SUPPLIERS that will be utilized on this project/contract.

Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	Estimated Contract Amount on this Project	If Firm is Certified, Provide Certification Number and attach copy of Certification Affidavit
1.			
2.			
3.			
4.			
5.			
6.			

**SECTION B. – SMWB COMMITMENTS**

The SMWB goal on this project is 17%

1. The undersigned contractor has satisfied the requirements of the BID specification in the following manner (please check the appropriate space):

\_\_\_\_\_ The contractor is committed to a minimum of \_\_\_\_% SMWB utilization on this contract.

\_\_\_\_\_ The contractor (if unable to meet the SMWB goal of \_\_\_\_%) is committed to a minimum of \_\_\_\_% SMWB utilization on this contract. *(If contractor is unable to meet the goal, please fill out Section C and submit documentation demonstrating good faith efforts).*

2. Name and phone number of person appointed to coordinate and administer the SMWB requirements on this project.

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Phone Number:

\_\_\_\_\_

**IF THE SMWB GOAL WAS MET, PROCEED TO AFFIRMATION AND SIGN THE GFEP. IF GOAL WAS NOT MET, PROCEED TO SECTION C.**

During the term of the contract, the contractor must report the actual payments to all the SMWB subcontractors on a monthly basis, on the “Subcontractor Report Form” or in other specified time intervals and format prescribed by the SAWS. Any unjustified failure to comply with the levels of SMWB participation identified in the bid and affirmed in the Good Faith Effort Plan shall be considered a material breach of contract. The SAWS reserves the right, at any time during the term of the contract to request additional information, documentation or verification of payments made to subcontractors in connection with the contract. Verification of amounts being reported may take the form of requesting copies of canceled checks paid to SMWB participants and/or confirmation inquiries directly to the SMWB participants. Proof of payments, such as copies of canceled checks must properly identify the project name or project number to substantiate SMWB payment for this project.

The completed Subcontractor Report Forms should be mailed to:

San Antonio Water System  
SMWB Program  
2800 U. S. Hwy 281 N., Suite 171  
San Antonio, TX 78212

**SECTION C – GOOD FAITH EFFORTS (Fill out only, if the SMWB goal was not achieved).**

1. List all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for the contract by choice of the contractor, subcontractor, or supplier. Written notices to firms contacted by the contractor for specific scopes of work identified for subcontracting/supply opportunities must be provided to subcontractor/supplier not less than five (5) business days prior to bid/proposal due date. The following information is required for all firms that were contacted of subcontracting/supply opportunities.

Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	Is Firm SMWB Certified ?	Date Written Notice was Sent & Method (Fax, Letter, E-Mail, etc.)	Reason Agreement was not reached?
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

(Use additional sheets as needed)

In order to verify a contractor's good faith efforts, please provide to SAWS copies of the written notices to all firms contacted by the contractor for specific scopes of work identified in relation to the subcontracting/supply opportunities in the above named project. Copies of said notices must be provided to the Business Development Liaison with five (5) business days after the bid is due. Such notices shall include information on the plans, specifications, and scope of work.

2. Did you attend the pre-proposal conference scheduled for this project?

\_\_\_\_ Yes    \_\_\_\_ No

3. List all SMWB listings or directories, contractor associations, and/or any other associations utilized to solicit SMWB Subcontractors/suppliers.

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4. Discuss efforts made to define additional elements of the work proposed to be performed by SMWBs in order to increase the likelihood of achieving the goal:

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5. Indicate advertisement mediums used for soliciting bids from SMWBs. (Please attach a copy of the advertisement(s):

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#### AFFIRMATION

I hereby affirm that the above information is true and complete to the best of my knowledge. I further understand and agree that, this document shall be attached thereto and become a binding part of the contract.

Name and Title of Authorized Official:

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### NOTE:

This Good Faith Effort Plan is reviewed by SAWS SMWB Development Officer. For questions and/or clarifications, please contact Ruben M. Saenz at (210) 233-3420. If the SMWB goal was not met, the Business Development Officer will evaluate the "good faith efforts" of a firm. The Good Faith Effort Plan must be approved prior to award of the contract.

Recommendation: Approval: \_\_\_\_\_ Denial: \_\_\_\_\_

Signature of Business Development Officer: \_\_\_\_\_

Date: \_\_\_\_\_

### SUBCONTRACTOR / CONSULTANT REPORT

San Antonio Water System 2800 U.S. Hwy. 281 North San Antonio, Texas 78212		1) Invoice No.	2) Job Name/Reporting Period  From: _____ To: _____	3) SAWS Job Number
Instructions: All prime contractors are required to complete and submit this report until final payment of contract. To complete this report, we detailed instructions on reverse side. If you have any questions, please contact the SMWB Program Manager.				
4) Type of Contract - Select from Drop-Down below: (Tab down)		5) Contractor's/Consultant's Business Name, Address, and Telephone Number	6) Date of Contract Award	7) Scheduled Date of Completion
8) Original Contract Amount	9) Current Contract Amount (Including Change Orders/Additional Addendums)		10) Total Contract Amount Rec'd to Date	11) Total Contract Amount Owed
12) Proposed Participation SBE _____ % MBE _____ % WBE _____ %	13) Instructions for calculation of SMWB Percentage: Total dollar amount paid to SMWB divided by total dollar am		14) Name, Address, & Phone Number of Subcontractor/Sub Consultant	15) Select from Drop-down Below:
16) Description of Subcontract Work	17) Subcontract Dollars Awarded	18) Subcontract Amount Paid to Date	19) Subcontract % Paid to Date	
			SBE, MBE, WBE	
			SBE	
			MBE	
			WBE	
Company's Official Signature and Title		Date Signed	Name & Title of Individual Completing Report	

## CONFLICT OF INTEREST QUESTIONNAIRE NOTE:

“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 with the SAWS Manager of Contract Administration no later than the 7<sup>th</sup> business day after the date that the person: (1) begins contract discussions or negotiations with SAWS; or (2) submits to SAWS an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with SAWS. The Conflict of Business questionnaire is attached on the following page and is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed Conflict of Interest questionnaires should be included with your bid or may be delivered by hand, within 7 business days of the bid opening, to the Manager of Contract Administration. If mailing a completed Conflict of Interest questionnaire, mail to: David Gonzales, Manager, Contract Administration, 2800 U.S. Hwy 281 North, San Antonio, TX 78212. If delivering a completed Conflict of Interest questionnaire, deliver to Contract Administration, Tower 2, 1<sup>st</sup> Floor, Room 171, 2800 U.S. Hwy 281 North, San Antonio, TX 78212. Please consult your own legal advisor if you have questions regarding the statute or form.”

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1. **Name of person doing business with local governmental entity.**

2

**Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4. **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**  
**Page 2**

**5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each affiliation or business relationship.

**6. Describe any other affiliation or business relationship that might cause a conflict of interest.**

7.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date