



2023 SMP Package IV (N. San Gabriel)
Solicitation No. CO-00575
Job No. 21-5057 (Water) & 21-5555 (Sewer)

ADDENDUM 1
September 14, 2022

To Bidder of Record:

This addendum, applicable to work referenced above, is an amendment to the bid 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 bid proposal.

RESPONSES TO QUESTIONS

1. **Question: Will SAWS change the bid opening time from 11:00AM to 2:00PM to allow time for adjustments after Package I bids?**

Response: See Changes to Specifications.

2. **Question: What is the anticipated award date?**

Response: Contract will be taken to the November 1st, 2022 SAWS Board.

3. **Question: Due to the scope of the work and the difficulty in obtaining material, will SAWS increase the days to 300 days for substantial completion?**

Response: Time for material delays have already been factored into the original contract duration. However full contract duration will be increased from 330 calendar days to 360 calendar days.

4. **Question: Will the owner allow for price adjustments when acts of god or “force majeure” events cause material prices to increase?**

Response: SAWS does not recognize force majeure in our contracts.

CHANGES TO SPECIFICATIONS

- **Remove and replace paragraph 6, 7 and 8 from the Invitation to Bidder and replace with the following:**

Due to the COVID-19 emergency and to protect the health of the public, SAWS is implementing new procedures for the submission of bids. Bids will be received either Electronically or through Sealed bids, until **2:00 PM (CDT), September 21, 2022**. Electronic bids will be received via the secure SAWS FTP site. Sealed bids will be received by Contract Administration, 2800 U.S. Hwy 281 North, Tower II, Customer Center Building, via a drop box located on the left wall when walking through the first set of double glass doors of the main Tower II entry on the north side of the building, San Antonio, Texas 78212. See the Electronic Bid Opening Instructions attachment for additional information regarding an electronic

bid submittal. Electronic bids shall be accompanied by a bid bond in an amount not less than five percent of the total bid price. (Or, if providing SAWS with a cashier's check or certified check in an amount not less than five percent of the total bid price, SAWS will request this within 24 hours from the apparent low bidder. Sealed bids 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. Bids will then be publicly opened and read aloud by Contract Administration via WebEx.

If Bidders intend to submit bids electronically, Bidders will need to submit a request by **September 20, 2022 by 2:00 PM CDT** to receive access to the File Transfer Protocol (FTP) site via email to Stella.Manzello@saws.org. Bidder's email requesting access to the FTP site shall provide the legal name of Bidder's company and the intended recipient's email address and phone number. No requests for FTP site access will be accepted after **September 20, 2022 by 2:00 PM (CDT)**.

Bid opening WebEx meeting will be held at **2:00 PM (CDT) on September 21, 2022.**

<https://saws.webex.com>

Audio Connection: (210) 233-2090

Meeting number (access code): 2480 666 9562

Meeting password: CO-00575-SM

- **Remove and replace paragraph 1 and 2 from the Electronic Bid Opening Instructions and replace with the following:**

In order to receive electronic bids for this project, SAWS will utilize a SAWS secured File Transfer Protocol (FTP) site. Only Bidders bidding as Prime Contractors will need to submit their request prior to **September 20, 2022 by 2:00 PM (CDT)** to receive access to the FTP site via email to Stella.Manzello@saws.org. Bidder's email shall provide the legal name of the Bidder's company and the intended recipient's email address and phone number. No requests for FTP site access will be accepted after **September 20, 2022 by 2:00 PM (CDT)**. Once a Bidder is approved for access, an email with a hyperlink to the FTP site and a unique password for the Bidder will be provided to the Bidder's email recipient.

Once access is received, Bidders may upload the required documents per the Bid Proposal checklist any time before **September 21, 2022 by 2:00 PM (CDT)**. Please ensure to allow sufficient time should Bidder's experience technical difficulties in uploading the required documents. No changes to the Bid nor bid price can be made once the Bid has been submitted.

- **Remove the Bid Proposal (BP-1, BP-2, BP-3, BP-4) in its entirety and replace with attached.** Bidders to note construction duration has been revised to 360 calendar days. Bidders shall use the revised Bid Proposal attached to this Addendum when submitting a bid for this project. Failure to use the revised Bid Proposal may result in the bid being found non-responsive.
- **Remove the Proposal Certification (PC-1) in its entirety and replace with attached.** Bidders to note construction duration has been revised to 360 calendar days.
- **Remove the Contract Agreement (CA-1, CA-2) in its entirety and replace with attached.** Bidders to note construction duration has been revised to 360 calendar days and that "or until funds are exhausted, whichever comes first" language for unspecified contracts has been removed.
- **Remove the Special Conditions (SC-1, SC-2, SC-3) in its entirety and replace with attached.** Bidders to note construction duration has been revised to 360 calendar days.

END OF ADDENDUM 1

This Addendum, including these three (3) pages, is thirteen (13) pages with attachments in its entirety.

Attachments:

Bid Proposal (4 Pages)

Proposal Certification (1 Page)

Contract Agreement (2 Pages)

Special Conditions (3 Pages)



A handwritten signature in blue ink, appearing to be "SHT".

9/14/22

Steven H. Thai, PE
BGE, Inc.
TBPE Registration No. F-1046

BID PROPOSAL

PROPOSAL OF _____, a corporation
a partnership consisting of _____
an individual doing business as _____

THE SAN ANTONIO WATER SYSTEM:

Pursuant to Instructions and Invitation to Bidders, the undersigned proposes to furnish all labor and materials as specified and perform the work required for the project as specified, in accordance with the Plans and Specifications for the following prices in the bid proposal to wit:

PLEASE SEE ATTACHED LIST OF BID ITEMS.

BIDDER'S SIGNATURE & TITLE

FIRM'S NAME (TYPE OR PRINT)

FIRM'S ADDRESS

FIRM'S PHONE NO. /FAX NO.

FIRM'S EMAIL ADDRESS

The Contractor herein acknowledges receipt of the following: Addendum Nos. _____

OWNER RESERVES THE RIGHT TO ACCEPT THE OVERALL MOST RESPONSIBLE BID.

The bidder offers to construct the Project in accordance with the Contract Documents for the contract price, and to complete the Project within **360** calendar days after the start date, as set forth in the Authorization to Proceed. **The bidder understands and accepts the provisions of the contract Documents relating to liquidated damages of the project if not completed on time.**

Complete the additional requirements of the Bid Proposal which are included on the following pages.

Statement on President's Executive Orders

Has your firm previously performed work subject to the President's Executive Orders Numbers 11246 and 11375 or any preceding similar executive orders (Numbers 10925 and 11114)? Yes No

- (1) Are you, Contractor, held or controlled by individuals who are citizens of China, Iran, North Korea, Russia or a country designated by the Governor of the State of Texas pursuant to Texas Government Code Chapter 2274? Yes No
- (2) Are you, Contractor, held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or directly controlled by the government of China, Iran, North Korea, Russia or a country designated by the Governor of the State of Texas pursuant to Texas Government Code Chapter 2274? Yes No
- (3) Are you, Contractor, headquartered in China, Iran, North Korea, Russia or a country designated by the Governor of the State of Texas pursuant to Texas Government Code Chapter 2274? Yes No

Rev. 091021

2023 SMP PACKAGE IV (N. SAN GABRIEL)

Line No.	Item No.	Spec No.	Description	Unit	Quantity	Unit Price	Total Price
1	1w	103.1	Remove Concrete Curb (COSA Spec)	LF	240	\$	\$
2	2w	103.3	Remove Concrete Sidewalks and Driveways (COSA Spec)	SF	1139	\$	\$
3	3w	103.4	Remove Miscellaneous Concrete (COSA Spec)	SF	20	\$	\$
4	4w	203.1	Tack Coat (COSA Spec)	GAL	216	\$	\$
5	5w	205.2	Hot Mix Asphaltic Pavement - Type B (10" Compacted Depth)(COSA Spec)	SY	1,776	\$	\$
6	6w	205.4	Hot Mix Asphaltic Pavement - Type D (2" Compacted Depth)(COSA Spec)	SY	2,156	\$	\$
7	7w	299	Flowable Fill	CY	178	\$	\$
8	8w	500.1	Concrete Curb (COSA Spec)	LF	240	\$	\$
9	9w	502	Concrete Sidewalks (COSA Spec)	SY	80	\$	\$
10	10w	503.2	Portland Cement Concrete Driveway (Residential)(COSA Spec)	SY	48	\$	\$
11	11w	503.4	Asphaltic Concrete Driveway (COSA Spec)	SY	44	\$	\$
12	12w	503.5	Gravel Driveway (COSA Spec)	SY	48	\$	\$
13	13w	506.1	Concrete Retaining Walls (COSA Spec)	SY	7	\$	\$
14	14w	515.1	Topsoil (COSA Spec)	CY	14	\$	\$
15	15w	516.1	Bermuda Sodding (COSA Spec)	SY	68	\$	\$
16	16w	530.1	Barricades, Signs, and Traffic Handling (COSA Spec)	EA	1	\$	\$
17	17w	550	Trench Excavation Safety Protection	LF	3,870	\$	\$
18	18w	818	6" PVC Waterline	LF	127	\$	\$
19	19w	818	8" PVC Waterline	LF	2,891	\$	\$
20	20w	818	12" PVC Waterline	LF	798	\$	\$
21	21w	822	Short Yard Piping	LF	40	\$	\$
22	22w	822	Customer Shut-off Valve	EA	125	\$	\$
23	23w	824	Relay 3/4" Long Service	EA	53	\$	\$
24	24w	824	Relay 3/4" Short Service	EA	59	\$	\$
25	25w	824	New 3/4" Long Unmetered Service	EA	8	\$	\$
26	26w	824	New 3/4" Short Unmetered Service	EA	5	\$	\$
27	27w	828	8" Gate Valve	EA	10	\$	\$
28	28w	828	12" Gate Valve	EA	2	\$	\$
29	29w	833	New Meter Box	EA	112	\$	\$
30	30w	833	Existing Meter & New Meter Box Relocation	EA	93	\$	\$
31	31w	834	Fire Hydrant	EA	5	\$	\$
32	32w	836	Pipe Fittings, All Sizes & Types	TN	4.0	\$	\$
33	33w	840	6" Water Tie-Ins	EA	3	\$	\$
34	34w	840	8" Water Tie-Ins	EA	5	\$	\$
35	35w	840	12" Water Tie-Ins	EA	1	\$	\$
36	36w	841	Hydrostatic Testing	EA	9	\$	\$
37	37w	844	2" Blow-off, Permanent	EA	1	\$	\$
38	38w	844	2" Blow-off, Temporary	EA	9	\$	\$
39	39w	856.2	8" Carrier Pipe for Jacking, Boring, and Tunneling (Open Cut)	LF	36	\$	\$

Line No.	Item No.	Spec No.	Description	Unit	Quantity	Unit Price	Total Price
40	40w	856.2	12" Carrier Pipe for Jacking, Boring, and Tunneling (Open Cut)	LF	18	\$	\$
41	41w	856.3	24" Steel Casing (Open Cut)	LF	54	\$	\$
42	42w	858	Concrete Encasement, Cradles, Saddles, and Collars	CY	6	\$	\$
43	43w	1020	Water Main Break/Leak Repairs, (6"-12", all types)	EA	2	\$	\$
44	44w	3000	Removal, Transportation and Disposal of various sizes of A.C. Pipe	LF	351	\$	\$
45	1s	103	Remove Concrete Curb (COSA Spec)	LF	88	\$	\$
46	2s	103.3	Remove Concrete Sidewalks and Driveways (COSA Spec)	SF	1,533	\$	\$
47	3s	103.4	Remove Miscellaneous Concrete (COSA Spec)	SF	22	\$	\$
48	4s	203.1	Tack Coat (COSA Spec)	GAL	195	\$	\$
49	5s	205.2	Hot Mix Asphaltic Pavement, Type B (10" Compacted Depth)(COSA Spec)	SY	1,201	\$	\$
50	6s	205.4	Hot Mix Asphaltic Pavement, Type D (2" Compacted Depth)(COSA Spec)	SY	1,903	\$	\$
51	7s	205.4	Hot Mix Asphaltic Pavement, Type D (3" Compacted Depth)(COSA Spec)	SY	651	\$	\$
52	8s	208.1	Salvaging, Hauling, and Stockpiling Reclaimable Asphaltic Pavement (2")(COSA Spec)	SY	395	\$	\$
53	9s	208.1	Salvaging, Hauling, and Stockpiling Reclaimable Asphaltic Pavement (3")(COSA Spec)	SY	651	\$	\$
54	10s	299	Flowable Fill	CY	564	\$	\$
55	11s	299	Flowable Fill (Low Strength)	CY	70	\$	\$
56	12s	500	Concrete Curb (COSA Spec)	LF	88	\$	\$
57	13s	502	Concrete Sidewalk (COSA Spec)	SY	46	\$	\$
58	14s	503.1	Portland Cement Concrete Driveway (Residential) (COSA Spec)	SY	124	\$	\$
59	15s	503.4	Asphaltic Concrete Driveway (COSA Spec)	SY	56	\$	\$
60	16s	503.5	Gravel Driveway (COSA Spec)	SY	315	\$	\$
61	17s	506.1	Concrete Retaining Walls (COSA Spec)	CY	3	\$	\$
62	18s	530.1	Barricades, Signs, and Traffic Handling (COSA Spec)	EA	1	\$	\$
63	19s	535.7	24 Inch Wide White Line (COSA Spec)	LF	82	\$	\$
64	20s	550	Trench Excavation Safety Protection	LF	2,722	\$	\$
65	21s	848	8" PVC Gravity Sanitary Sewer Pipe (SDR 26-2241, 160 psi) (All Depths)	LF	2,712	\$	\$
66	22s	848	10" PVC Gravity Sanitary Sewer Pipe (SDR 26-2241, 160 psi) (All Depths)	LF	10	\$	\$
67	23s	851	Adjusting Existing Manholes with New Ring and Cover	EA	1	\$	\$
68	24s	852	Shallow Sanitary Sewer Manhole (0'-6')	EA	1	\$	\$
69	25s	852	Sanitary Sewer Manhole (0'-6')	EA	10	\$	\$
70	26s	852	Extra Depth Manholes (greater than 6')	VF	8	\$	\$
71	27s	854	Sanitary Sewer Laterals, (SDR 26, ASTM 2241, 160 psi)	LF	2,540	\$	\$
72	28s	854	Two-Way Sanitary Sewer Clean-out	EA	101	\$	\$
73	29s	858	Concrete Encasement, Cradles, Saddles and Collars	CY	36	\$	\$
74	30s	860	Vertical Stacks	VF	23	\$	\$
75	31s	865	Small Diameter - Bypass Pumping System	LS	1	\$	\$
76	32s	866	Pre Sewer Main Television Inspection (8"-15")	LF	2,722	\$	\$
77	33s	866	Post Sewer Main Television Inspection (8"-15")	LF	2,722	\$	\$

Line No.	Item No.	Spec No.	Description	Unit	Quantity	Unit Price	Total Price
78	34s	910	Manhole Rehabilitation (4' I.D.)	VF	10	\$	\$
SUBTOTAL (ITEMS 1 - 78)						\$	

79	100		MOBILIZATION (MAX 10% OF ITEMS 1 - 78)	LS	1	\$	\$
80	101		PREPARING RIGHT-OF-WAY (MAX 5% OF ITEMS 1 - 78)	LS	1	\$	\$
81	102.1		Intermediate Demobilization and Remobilization (Water)	EA	1	\$	\$
82	102.1		Intermediate Demobilization and Remobilization (Sewer)	EA	1	\$	\$
83	102.2		Intermediate Demobilization Bypass Pumping Equipment Rental	MD	10	\$	\$
84	102.3		Intermediate Demobilization Bypass Pumping Fuel	MD	10	\$	\$
85	102.4		Intermediate Demobilization Bypass Pumping Watch	MD	10	\$	\$
86	3001		Pole Bracing	ALW	1	\$30,000.00	\$30,000.00

Mobilization lump sum bid shall be limited to a maximum 10% of the Line Item "1-78" Subtotal Base Bid amount. Preparing Right-of-Way lump sum bid shall be limited to a maximum of 5% of the Line Item "1-78" Subtotal Base Bid amount. The Line Item "1-78" Subtotal base bid is defined as all bid items EXCLUDING Item 100, Mobilization, Item 101, Preparing Right-of-Way, Item 102, Intermediate Demobilization and Remobilization, and Item 3001, Pole Bracing. **In the event of a discrepancy between the written percentage and dollar amount shown for Mobilization and Preparation of ROW bid items the written percentage will govern. If the percentage written exceeds the allowable maximum stated for mobilization and or preparation of ROW, SAWS reserves the right to cap the amount at the percentages shown and adjust the extensions of the bid items accordingly.**

TOTAL BID PRICE (TO INCLUDE LINE ITEMS 1 - 78 AND 79-86)	\$
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PROPOSAL CERTIFICATION

Accompanying this proposal is a Bid Bond or Certified or Cashier's Check payable to the Order of the San Antonio Water System for _____ dollars (\$_____), which amount represents five percent (5%) of the total bid price. Said bond or check is to be returned to the bidder unless the proposal is accepted and the bidder fails to execute and file a contract within **10** calendar days after the award of the Contract, in which case the check shall become the property of said San Antonio Water System, and shall be considered as payment for damages due to delay and other inconveniences suffered by said San Antonio Water System due to the failure of the bidder to execute the contract. The San Antonio Water System reserves the right to reject any and all bids.

It is anticipated that the Owner will act on this proposal within **60** calendar days after the bid opening. Upon acceptance and award of the contract to the undersigned by the Owner, the undersigned shall execute standard San Antonio Water System Contract Documents and make Performance and Payment Bonds for the full amount of the contract within **10** calendar days after the award of the Contract to secure proper compliance with the terms and provisions of the contract, to insure and guarantee the work until final completion and acceptance, and the guarantee period stipulated, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

It is anticipated that the Owner will provide written Authorization to Proceed within **30** days after the award of the contract.

The work called for in this Contract shall commence on the date indicated in the SAWS written Authorization to Proceed. Under no circumstances shall the work commence prior to the date provided for in the SAWS issued, written Authorization to Proceed. Work shall be completed in full within 360 consecutive calendar days.

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

In completing the work contained in this proposal the undersigned certifies that bidder's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin and that the bidder will affirmatively cooperate in the implementation of these policies and practices.

Signed: _____
Company Representative

Company Name

Address

Please return bidder's check to: _____
Company Name

Address

CONTRACT

«Contract_No»
SAWS Job No. 21-5057 & 21-5555

STATE OF TEXAS §
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement made and entered into this «Board Date» day of «Board Month», A.D.,«Board Year», 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, and «Company Name», of the City of «City», County of «County», State of «State », Second Party, hereinafter termed the Contractor.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said First Party, (Owner), the said Second Party, (Contractor), hereby agrees with the First Party to commence and complete the construction of certain improvements in the amount of «Written Contract Amt» Dollars «Formatted Price», for the San Antonio Water System Job No(s). «Bid Opening Date», dated «Bid Opening Date», the same being designated as San Antonio Water System Project 2023 SMP Package IV (N. San Gabriel).

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 360 calendar days from the construction start date indicated on the written Authorization to Proceed.

It is agreed and understood by the Owner and the Contractor 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, Owner 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 agrees to pay the Contractor in current funds, and to make payments on account, for the performance of the work in accordance with the Contract, at the prices set forth in the Contractor's Proposal, subject to additions and deductions, all as provided in the General Conditions of the Agreement.

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

- The Invitation to Bidders or Invitation for Competitive Sealed Proposals
- The Instructions to Bidders or Instructions to Respondents
- The Supplementary Instructions to Respondents (if applicable)
- The Bid Proposal or Price Proposal
- The Payment Bond
- The Performance Bond
- The General Conditions of the Contract
- The Special Conditions of the Contract
- The Supplemental Conditions of the Contract
- The Construction Specifications
- The Standard Drawings
- Addenda
- Change Orders
- Good Faith Effort Plan

The Plans, designated San Antonio Water System Project [21-5057 & 21-5555; 2023 SMP Package IV \(N. San Gabriel\)](#).

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 _____

*«Contracting_Director»
Director - Contracting*

Date: _____

By _____

Contractor

By _____

(Signature)

(Print/Type Name)

Title _____

Date: _____

Special Conditions

SC 1.0 - PROJECT REQUIREMENTS

Contractor shall submit a completion report to SAWS when construction is completed. The completion report shall include but not limited to the following:

Pre and post MPEG-1 format and written to CD/DVD video and video logs.

Any test and/or submittals specified in this contract documents such as density tests, structural properties, etc. that are required.

SC 1.1 - PERFORMANCE TIME

PROJECT LOCATIONS: There is one (1) Project Location as part of this construction package: N. San Gabriel (From Dartmouth St to Culebra Rd) which is identified as the “Project Location”.

- I. Final completion of the project location shall be achieved in 360 calendar days.
- II. After substantial completion has been achieved, final completion must be completed within 20 calendar days. The Contractor is required to provide the SAWS Inspector and the Engineer final redlines before the project can qualify for final completion. Substantial completion is when all water and sewer work has been completed, tested, and the water and sewer system has been accepted for service. Final completion is declared when the final punch-list is approved by SAWS, all infrastructure is in the ground, and final pavement and surface restoration is completed and associated permits inspected by permitting entity representative (inspectors) and closed.

SC 1.2 - SPECIFICATIONS

All work performed shall be in accordance with the Contract Documents and the current San Antonio Water System Specifications for Water and Sanitary Sewer Construction, these Special Conditions, the current Texas Department of Transportation Standard Specification for Construction of Highways, Streets, and Bridges, the current City of San Antonio Standard Specifications for Public Work Construction, City of San Antonio Utility Excavation Criterial Manual, or specifications and requirements of any other governing jurisdiction that may apply.

SC 1.3 - PAYMENT

- I. As specified in the Contract Documents unit price cost for the items bid shall include all the necessary and incidental work as subsidiary to the bid item, unless specifically called out in the plans or approved by SAWS. Pay items indicating no separate or additional pay for incidental, related, associated or other work will take precedence if in conflict with other pay provisions. If no pay item is included for any stipulated item, it will be considered as subsidiary to other pay items.

- II. It is the Contractor’s responsibility for the preparation, research, submittal and layout of the site specific submittals, including the Storm Water Pollution Prevention Plan, Traffic Control Plan, the Bypass Pumping Plan, and its approvals at no cost to SAWS. If no pay item is included for any stipulated item, it will be considered as subsidiary to other pay items. The Tree Preservation Protection Permit(s) are obtained by the Engineer during design finalizing. The contractor shall follow permit requirements and there will be no measurement or payment associated with the Tree Permit, unless otherwise noted. If applicable, there will be no measurement or payment for the Storm Water Pollution Prevention Plan or work.

- III. There will be no measurement or payment for insurance; bonding; and permitting costs on this contract. There will be no separate payment for temporary or permanent fencing, with all related costs included in the item to which it pertains. Clearing and grubbing or tree pruning will be paid under Item 101 – Preparing Right-of-Way, as noted in the contract documents.

SC 1.4 – ROOT PROTECTION ZONE

Contractor shall hand dig any water service, fire hydrant branch, or sewer lateral connections within 1/2 of the tree root protection zone (NSPI).

CONSENT DECREE NOTICE PROVISION

The San Antonio Water System (“SAWS”), the United States of America and the State of Texas have entered into a Consent Decree in Civil Action No. 5:13-cv-00666- DAE, United States of America and State of Texas v. San Antonio Water System, in the United States District Court for the Western District of Texas, San Antonio Division (the “Consent Decree”). A copy of the Consent Decree is available at

https://apps.saws.org/infrastructure/epa/docs/20131015_SAWS_EPA_FinalDecree.pdf

Work performed pursuant to this contract is work that SAWS is required to perform pursuant to the terms of the Consent Decree. In the event of any conflict between the terms and provisions of this Consent Decree Notice Provision and any other terms and provisions of this Contract or the Contract Documents, the terms and provisions of this Consent Decree Notice Provision shall prevail.

A. Retention of documents.

Contractor shall retain and preserve all non-identical copies of all documents, reports, research, analytical or other data, records or other information of any kind or character (including documents, records, or other information in electronic form including, but not limited to e-mails) in its or its sub-contractors’ or agents’ possession or control, or that come into its or its sub-contractors’ or agents’ possession or control, and that relate in any manner to this contract, or the performance of any work described in this contract (the “Information”). This retention requirement shall apply regardless of any contrary corporate or institutional policy or procedure or legal requirement. Contractor, Contractor’s sub-contractors and agents shall retain and shall not destroy any of the Information until such time as Contractor has received written approval from

the General Counsel of SAWS that the Information or any part of the Information may be destroyed. Contractor shall, within 30 days after receipt of a written request by SAWS, deliver the Information to SAWS. Contractor shall instruct and require its agents and sub-contractors performing any part of the work described in this contract to comply with the requirements of this paragraph.

B. Notification of events that may cause delay.

If any event occurs that may delay performance by Contractor, or Contractor's agents or sub-contractors of any work or obligation of any kind under this contract, Contractor shall provide notice in accordance with the Notice Provisions of this contract to SAWS within two (2) business days of the date Contractor or Contractor's agents or sub-contractors first knew that the event might cause a delay. Contractor shall provide a written explanation and description of the reasons for the delay, the anticipated duration of the delay, all actions taken or to be taken to prevent or minimize the delay, and a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay. **TIME IS OF THE ESSENCE** in the performance of the requirements of this paragraph and of any work to be performed by the Contractor in this contract.

C. Liability for stipulated penalties.

The Consent Decree provides that the United States of America, the United States Environmental Protection Agency and the State of Texas may assess stipulated penalties against SAWS upon the occurrence of certain events. To the extent that Contractor or Contractor's agents or sub-contractors cause or contribute to, in whole or in part, the assessment of any stipulated penalty against SAWS, Contractor agrees that it shall pay to SAWS the full amount of any stipulated penalty assessed against and paid by SAWS that is caused or contributed to in whole or in part by any action, failure to act, or failure to act within the time required by any provision of this contract. Contractor shall also pay to SAWS all costs, attorney fees, expert witness fees and all other fees and expenses incurred by SAWS in connection with the assessment or payment of any such stipulated penalties, or in contesting the assessment or payment of any such stipulated penalties. In addition to any and all other remedies to which SAWS may be entitled at law or in equity, Contractor expressly authorizes SAWS to withhold all amounts assessed and paid as stipulated penalties, and all associated costs, fees, or expenses from any amount unpaid to Contractor under the terms of this contract, or from any retainage provided in the contract.