



# CONTRACT DOCUMENTS

**2022 WATER WELL  
MITIGATION PROGRAM**  
SAWS Job No. 22-0136  
SAWS Solicitation No. CO-00608



*Ismael L. Rosales*

10/17/2022

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CITY OF SAN ANTONIO (COSA) STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (Latest Edition)

SAWS SPECIFICATIONS FOR WATER & SANITARY SEWER CONSTRUCTION (February 2021)

INVITATION TO BIDDERS  
SAWS Solicitation No. CO-00608

Sealed bids are requested by the San Antonio Water System for the construction of one 6” domestic well in the Carrizo Aquifer, the outfitting of the well, and the plugging of one existing domestic well, all as part of the SAWS 2022 Water Well Mitigation Program Job No. 22-0136. The project area will include all or parts of the following counties: Bexar, Atascosa, Wilson.

To view additional project information, as well as obtain the plans and specifications for this project, visit our website located at [www.saws.org](http://www.saws.org) and click on the Business Center. Then select Bidder, Consultant, and Vendor Registration, which is located on the left-hand side of the screen. Select the Register Now button and proceed with registration.

For difficulties downloading plans and specifications, contact the Contracting Department at 210-233-3070.

No pre-bid meeting will be required for this project.

For questions regarding this solicitation, technical questions or additional information, please contact Susan Rodriquez, Contract Administrator, in writing via email to: [Susan.Rodriquez@saws.org](mailto:Susan.Rodriquez@saws.org) or by fax to (210) 233-5176 until **4:00 PM (CT) on October 27, 2022**. Answers to the questions will be posted to the web site by **4:00 PM (CT) on November 1, 2022** as a separate document or included as part of an addendum. Please be advised that Bidders are prohibited from communicating with any other SAWS staff, the Consultant, the Developer, or City of San Antonio officials regarding this IFB up until the contract is awarded as outlined in the Instructions to Bidders.

**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 9:00 AM (CDT), November 8, 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 **November 7, 2022 by 9:00 AM (CDT)** to receive access to the File Transfer Protocol (FTP) site via email to [Susan.Rodriquez@saws.org](mailto:Susan.Rodriquez@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 **November 7, 2022 by 9:00 AM (CDT)**.

**Bid opening WebEx meeting will be held at 9:00 AM (CT) on November 8, 2022.**

*<https://saws.webex.com>*

Meeting Number: 2485 719 2327

Meeting Password: **CO-00608**

Audio Connection: 210-233-2090 (SAWS WebEx)





## 2022 Water Well Mitigation Program

SAWS Job No. 22-0136

SAWS Solicitation Number: CO-00608

### ELECTRONIC BID OPENING INSTRUCTIONS

November 8, 2022 at 9:00 AM(CDT)

#### FTP BID PROPOSAL UPLOAD

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 **November 7, 2022 by 9:00 AM** to receive access to the FTP site via email to [susan.rodriquez@saws.org](mailto:susan.rodriquez@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 **November 7, 2022 by 9:00 AM (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 **November 8, 2022 by 9:00 AM (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 received by SAWS.

#### **Bidders shall comply with the following:**

- 1) Limit files to one (1) pdf file that includes all requested documents, per the Bid Packet Checklist. **ONLY ONE SUBMITTAL WILL BE ACCEPTED PER REQUEST.** Do not upload any zip files.
- 2) Ensure that the itemized List of Bid Items is (are) the first page(s) of your file.
- 3) Bidders may protect the document from editing by adding a password. However, the document must be accessible for viewing by SAWS without requiring a password.
- 4) File shall be named: **CO-00608 –2022 Water Well Mitigation Program**
- 5) **DO NOT SHARE ACCESS AND/OR PASSWORD WITH OTHER PARTIES OUTSIDE YOUR COMPANY.**
- 6) **ENSURE THE BID IS RECEIVED BY SAWS NO LATER THAN THE DUE DATE AND TIME. BIDS RECEIVED BY SAWS AFTER THE BID OPENING DEADLINE WILL NOT BE ACCEPTED.**

If the Bidder is in need of help, they may contact the SAWS Contract Administrator, Susan Rodriguez, at 210-233-3070 or view troubleshooting tips at <http://www.Serv-U.com/sharefiles>

#### WEBEX BID OPENING MEETING

The WebEx meeting details are below if you would like to view the public opening of the bids.

When it's time, start or join the WebEx meeting from [here](#).

##### *Access Information*

Meeting Number: 2485 719 2327

Meeting Password: CO-00608

Audio Connection: 210-233-2550 (SAWS WebEx)

If you have any questions or concerns, please feel free to contact me.

Thank you,

**Susan Rodriguez**

Contract Administrator

2800 U.S. Highway 281 North, Ste. 171 | San Antonio, TX 78212

Office | 210-233-3070

Email | [susan.rodriquez@saws.org](mailto:susan.rodriquez@saws.org)

## INSTRUCTIONS TO BIDDERS

The San Antonio Water System (SAWS) Board of Trustees or its designee have determined that the Competitive Bidding method of procurement will be utilized for this project. The construction contract will be awarded to the lowest responsible bidder. This procurement shall conform to Section 2269 of the Texas Government Code.

1. Bids will be submitted in accordance with the following:
  - a. **Electronic bids will be received by Contract Administration in the SAWS secured File Transfer Protocol (FTP) site. Personal/hand delivered** sealed bids will be received by Contract Administration **via a black metal 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** at San Antonio Water System, 2800 U.S. Hwy 281 North, Customer Center Building, San Antonio, Texas 78212. **All bids will be received until the time specified in the Invitation to Bidders.**
  - b. If the submittal of a **hardcopy** sealed bid is by any means other than personal/hand delivery, then it is the bidder's sole responsibility to ensure the bid is delivered no later than the exact date and time specified in the Invitation to Bidders.
  - c. All bids errantly submitted or delivered to a location other than the exact locations stated above will be returned/ deleted and unopened.
  - d. All bids received after the exact time set for the bid opening in the Invitation to Bidders will be returned/ deleted and 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 or delete any unopened bids 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 WebEx meeting** and read aloud by a Contract Administration representative. Instruction on how to participate in this public WebEx meeting can be found in the Electronic Bid Opening Instructions.
  - 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 unofficial, 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 posted within 10 business days of the bid opening on the San Antonio Water System's website.
3. All bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid, payable without recourse to the San Antonio Water System. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond. ***Submission of an Individual Surety is not acceptable for purposes of bonding***

***a bid bond.*** Bid Bonds, Certified or Cashier's checks will be retained for the first, second, and third lowest bidders until the contract is executed.

4. **Electronic** bids submitted on the original bid form attached herein must be titled with the solicitation number, date and time of the bid opening, and the project name. **Hardcopy** bids submitted on the original bid form attached herein must be sealed in an envelope plainly marked on the outside with solicitation number, the date and time of the bid opening, and project name.
5. Bids will be prepared in accordance with the following:
  - (a) The Bidder shall thoroughly examine the drawings, specifications, schedule, instructions and all other documents.
  - (b) Bidder shall make all investigations necessary to be informed thoroughly regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist, or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations to fulfill in every detail the requirements of the contract documents, will be accepted as the basis for varying the requirements of the San Antonio Water System or the compensation to the Contractor. Bidders are required, prior to submitting the Bid Proposal, to review the plans and read the specifications, special provisions and or special conditions, any addendums issued, proposal, contract and bond forms carefully; to visit the site of the work; to examine carefully local conditions; to inform themselves by their independent research, tests and investigations of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion; and to obtain all information required to make an intelligent proposal. Bidders shall rely exclusively upon their own estimates, investigations, tests and other data which are necessary for full and complete information upon which the proposal may be based. Any bidder, by submitting their Bid Proposal, represents and warrants: that they have prepared their bid in accordance with the specifications, with full knowledge and understanding of the terms and provisions thereof; that they have reviewed, studied and examined the bid prior to the signing and submission of same; and that they were cognizant of the terms of their proposal, verified their calculations and found them to be correct and agrees to be bound thereby; and that they have visited the site of work, have fully familiarized themselves with the local and on-site conditions under which the work is to be performed and have correlated their observation with the requirements of the contract documents. In addition, the Bidder represents that they have satisfied themselves as to subsurface conditions at the site of the work. Information, data and representations contained in the contract documents pertaining to the conditions at the site, including but not limited to subsurface conditions, are for information only and are not warranted or represented in any manner to accurately show the conditions at the site of the work. All risks of differing conditions at the site, including but not limited to subsurface conditions shall be borne solely by the Bidder.
  - (c) The Bidder shall furnish all information required by the bid form. The Bidder shall print or type their name and manually sign the Bid Proposal in the required area of the document.
  - (d) The Bidder is required to submit a Good Faith Effort Plan form and all SMWVB Certification Certificates for the bidder or their subcontractors as part of the bid package. Bidder and/or their agents may contact the SMWVB Program Manager, Marisol V. Robles, at 210-233-3420 for assistance or clarification with issues specifically related to the Small, Minority, Woman and Veteran-owned Business (SMWVB) Program policy and/or completion of the Good Faith Effort Plan form.
  - (e) The Bidder is required to submit a completed Conflict of Interest Questionnaire (CIQ Form). Effective

January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with SAWS shall file a completed Conflict of Interest Questionnaire (CIQ) with SAWS. The CIQ Form will be submitted as part of the bid. This form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Please consult your own legal advisor if you have questions regarding the statute or form. To report suspected ethics violations impacting The San Antonio Water System, please call 1-800-687-1918.

- (f) The Bidder is required to submit as part of the bid a letter from the insurance provider stating provider's commitment to insure the Contractor for the types of coverage's or an Insurance Certificate to be in conformance with the types of coverage's noted in General Conditions Section 5.7 – Contractor's Insurance Requirements, if awarded the contract.
- (g) Pursuant to Section 151.311 of the Texas Tax Code, as amended, in order for the San Antonio Water System to continue to benefit from its status as a State Sales and Use Tax Exempt Organization, construction contracts must be awarded on a "separated contract" basis. A "separated contract" is one that distinguishes the value of the tangible personal property (materials such as pipe, bricks, lumber, concrete, paint, etc.) to be incorporated into the project from the total contract price. Under the "separated contract" format, the contractor in effect becomes a "seller" to the San Antonio Water System of materials that are to be physically incorporated into the project realty. As a "seller", the contractor will issue a "Texas Certificate of Resale" to the supplier in lieu of paying the sales tax on materials at the time of purchase. The contractor will also issue a "Certificate of Exemption" to the supplier demonstrating that the personal property is being purchased for resale and that the resale is to a department of the City of San Antonio, Texas, which is a sales tax exempt entity. Contractors should be careful to consult the most recent guidelines of the State Comptroller of Public Accounts regarding the sales tax status of supplies and equipment that are used and consumed during project work but that are not physically incorporated into the project realty. Contractors that have questions about this law are asked to inquire with the State Comptroller of Public Accounts, at (512) 463-4600. Bidders will not include any federal taxes in bid prices since the San Antonio Water System is exempt from payment of such taxes. "Texas Certificates of Exemption", "Texas Certificates of Resale" and "Texas Sales Tax Permits" are forms available to the contractor through the regional offices of the State Comptroller of Public Accounts.
6. Bidders should adhere to the following restrictions in communication:
- (a) Bidders or their representatives are prohibited from communicating with any City of San Antonio officials regarding this solicitation from the time it is released until it has been acted upon by the Board of Trustees, which includes:
- City Council members (as defined by the City of San Antonio Ethics Code),
  - City Council member's staff, and
  - San Antonio Water System (SAWS) Board of Trustees.
- (b) Bidders or their representatives are prohibited from communicating with SAWS employees regarding this IFB, except as provided under "Technical Questions" to the point of contact identified within the Invitation to Bidders, from the time the solicitation is released until the contract is awarded.
- (c) Bidders or their representatives are prohibited from communicating with the Consultant, Developer, or any contract staff who were or are involved in the development of this IFB, regarding this IFB, from the time the solicitation is released until the contract is awarded.

- (d) Communication includes “thank you” letters, phone calls, emails, and any contact that results in direct or indirect discussion of the IFB and/or bid submitted.
  - (e) If it is determined that a Bidder violates this provision, SAWS may disqualify the bid from consideration.
7. 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.
8. The work shall be done and completed in accordance with the following Contract Documents as furnished by the San Antonio Water System:
- a. The Invitation to Bidders
  - b. The Instructions to Bidders
  - c. The Bid Proposal
  - d. The Payment Bond
  - e. The Performance Bond
  - f. The General Conditions of the Contract
  - g. The Supplemental Conditions of the Contract
  - h. The Special Conditions of the Contract
  - i. The Construction Specifications
  - j. The Standard Drawings
  - k. Addenda
  - l. Change Orders
  - m. Good Faith Effort Plan
  - n. Conflict of Interest Questionnaire
9. 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. As part of the contract requirements:
- (a) Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bond documents and bind the Surety to the bond conditions. These bonds shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the project. Contractor agrees that all Performance and Payment Bonds required shall be submitted in accordance with General Conditions, Sections 3.4 & 3.5. If the contract amount does not exceed \$25,000.00, then the Performance and Payment Bonds will not be required.
  - (b) Contractor agrees that, unless it is a sole proprietorship or a company with fewer than 10 full-time employees and the value of this Contract is less than \$100,000, it:
    - a. does not boycott Israel and will not do so during the term of this Contract;
    - b. does not boycott energy companies and will not do so during the term of this Contract;
    - c. does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Contract against a firearm entity or firearm trade association;This provision is in compliance with Chapters §2271 and 2274 of the Texas Government Code. SAWS agrees to comply with the United States and Texas Constitutions in consideration of whether to enforce this provision.
10. 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.

11. 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.
12. SAWS will provide all necessary easements for the project.
13. 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.
14. The Contractor will establish a San Antonio address and telephone number and file that information with the Contracting Officer prior to starting work. If the contractor does not have a local office then they must submit the address and telephone number of the field office established for this project. The Contractor's address and telephone number will be maintained until the work is completed and accepted by the owner.
15. In case of ambiguity, duplication or obscurity in the bids, the San Antonio Water System Contracting Office reserves the right to construe and apply the meaning thereof. The San Antonio Water System Contracting Office reserves the right to reject any and all bids and to waive formalities.
16. 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.
17. It is anticipated that the contract will be awarded within **60** days after bid opening to the **Responsible Bidder** whose bid, conforming to the invitation for bids, is most advantageous to the San Antonio Water System. Bidders are advised that the awarding of contracts on a bid basis is a requirement of state law and city charter. The purposes of such requirements are: (1) to prevent the historic abuses of negotiated purchases; (2) to enable the Board to use its purchasing power to buy at the lowest possible prices for the benefit of the system and the public; and (3) to enable the Board to award the contract to other than the low Bidder when, in the Board's judgment, the low Bidder is not qualified. Bidders are advised that it is not the intention of the Board, necessarily, to award contracts on the basis of differences in the bids other than differences in basic "price of the item." The Board reserves the right to take whichever action as may, in the judgment of the Board, to be its best interest as follows:

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

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

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

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

19. The Bidder in preparing their 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, pregnancy, sexual orientation, national origin, political belief or affiliation, age, disability or genetic information. The Contractor will assure that employees or applicants for employment are treated in a fair and equitable manner in such actions which shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor will post in conspicuous places for the benefit of the employee and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
  - (b) Upon request, the Contractor will furnish to the San Antonio Water System all information and reports and will permit access to the books, records, and accounts for the purposes of an investigation to ascertain compliance with rules and regulations set forth by this organization.
  - (c) If a Contractor is found not to be in compliance with the nondiscrimination clause of this contract, the contract may be canceled, terminated, or suspended in all or in part and the Contractor may be debarred from further contracts with the San Antonio Water System.
  - (d) All Bidders or prospective Contractors or Subcontractors will be required to submit a statement

in writing signed by an authorized official or agent in behalf of the company to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, or national origin.

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

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

21. Approval of Plans and/or Specifications by an employee of SAWS shall not constitute an assumption of liability by the San Antonio Water System or such employee for any inaccuracy of computation or deficiency of design therein.
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 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.
23. Contractor shall comply with the "WORKERS COMPENSATION INSURANCE COVERAGE REQUIREMENTS" as noted on Section 5.7 CONTRACTOR'S INSURANCE REQUIREMENTS of the General Conditions for further clarification.
24. To assist the San Antonio Water System Contracting Office in performing the bidder evaluation and subsequent recommendation of award, the apparent low bidder will submit the following items within one (1) day of the bid opening. Failure to provide the required information within the specific time, may result in determining a non-responsive bidder:
  - (a) An information packet on company showing experience, organization and equipment.
  - (b) A statement regarding ability to complete the project within the schedule taking into account existing commitments.
  - (c) Record of performance on three (3) similar projects completed within the last 5 years including name of project, amount of project, project duration, name, address, and telephone number of contact person for each project.
  - (d) A completed and signed W-9 Request for Taxpayer Identification Number and Certification form.
  - (e) **For projects with a construction estimate of \$10,000,000 or greater:**  
A complete financial statement for your organization that was prepared within the past 12 months, by an independent Certified Public Accountant, and a point of contact for your banking institution.
25. Effective January 1, 2016, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. The online filing application is available on the Texas Ethics Commission (TEC)'s website. A copy of the completed form,



which will include a certification of filing that with a unique certification number, will be required with the signed contract. For additional information, Bidders may go to the Texas Ethics Commission website at the following link: [https://ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

26. To the extent this contract has a stated expenditure of or results in an expenditure of at least \$1 million in public funds, then pursuant to Texas Government Code §552.372, Contractor will preserve all contracting information, as defined by §552.003, related to the contract for the duration of the contract; promptly provide to SAWS any such contracting information related to the contract that is in its custody or possession of SAWS on request of SAWS; and on completion of the contract, either: a) provide at no cost to SAWS all such contracting information related to the contract that is in its custody or possession or b) preserve such contracting information related to the contract as provided by the records retention requirements applicable to SAWS.

The Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of Subchapter J, Chapter 552, of the Texas Government Code.

## Workers' Compensation Insurance Coverage

### A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division [or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84.) showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) 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
  - (2) no later than seven 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.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 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.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - (3) 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 the duration of the project;
  - (4) obtain from each other person with whom it contracts, and provide to the contractor:

- (a) a certificate of coverage, prior to the other person beginning work on the project; and
    - (b) a new certificate of coverage showing extension of coverage, prior to the end 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 one year thereafter;
  - (6) notify the governmental entity in writing by certified mail or personal delivery, within 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
  - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the division. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

**BID PACKET CHECKLIST**  
**2022 Water Well Mitigation Program**  
**SAWS Job No. 22-0136**  
**SAWS Solicitation No. CO-00608**

**This checklist is a required document that must be utilized and submitted with the Bid Packet. The Bid Packet should include the following items in this order:**

- List of Bid Items
- Signed Bid Proposal Signature Page, Acknowledgement of All Addendums and Executive Order
- Bid Packet Checklist
- Signed Proposal Certification
- Bid Bond
- Good Faith Effort Plan

**Items to be submitted Upon Request by SAWS from the Apparent Low Bidder within one (1) day of the bid opening:**

- Conflict of Interest Questionnaire - Form CIQ (*Rev. 11/30/2015*)
- Proof of Insurability (Letter from Insurer or Sample Certificate of Insurance)
- Company Information Packet
- Statement regarding ability to complete the project
- W-9
- Statement of Bidder's Experience
- Detailed Baseline Schedule

**\*And, if bid was submitted electronically without a Bid Bond:**

- Cashier's Check or Certified Check

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 No(s)**. \_\_\_\_\_

**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 by January 27, 2023, 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

**Texas Government Code Chapter 2274 Verifications**

- (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

BID PROPOSAL

Item No.	General Mitigation Bid Items Description	Unit	Qty.	Unit Price	Total Price
<b>Part 1: Diagnostic Evaluation</b>					
1.01	Submersible Pump Removal	EA	1	\$ _____	\$ _____
1.02	Submersible Pump Installation	EA	2	\$ _____	\$ _____
<b>Part 2: Submersible Pump System Components</b>					
2.01	Furnish & Install #8 Submersible Cable	LF	360	\$ _____	\$ _____
2.02	Furnish & Install Column Pipe (Greater than 1" & Up to 1.5" Diameter)	LF	360	\$ _____	\$ _____
2.03	Furnish & Install 1 1/4" Check Valve	EA	1	\$ _____	\$ _____
2.04	Furnish & Install Submersible Pump & Motor (Greater than 1.0 HP & Up to 1.5 HP)	EA	1	\$ _____	\$ _____
2.05	Furnish & Install Control Box (Greater than 1.0 HP & Up to 1.5 HP)	EA	1	\$ _____	\$ _____
2.06	Furnish & Install Well Seal (Greater than 5" & Up to 6")	EA	1	\$ _____	\$ _____
2.07	Furnish & Install Electrical Wire (#8)	LF	40	\$ _____	\$ _____
2.08	Furnish & Install PVC Electrical Conduit & Miscellaneous Fittings	LF	40	\$ _____	\$ _____
2.09	Furnish & Install Electrical Junction Box	EA	1	\$ _____	\$ _____
<b>Part 3: Exploratory Drilling</b>					
3.01	Drill Pilot Hole – Mud Rotary	LF	530	\$ _____	\$ _____
<b>Part 4: Well Replacement</b>					
4.01	Furnish & Install 6 Inch Casing	LF	460	\$ _____	\$ _____
4.02	Furnish & Install 6 Inch Well Screen	LF	80	\$ _____	\$ _____
4.03	Furnish & Install Gravel Pack	LF	100	\$ _____	\$ _____
4.04	Furnish & Emplace Cement Grout	LF	440	\$ _____	\$ _____

<b>Item No.</b>	<b>General Mitigation Bid Items Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>Part 5: Well Development and Testing</b>					
5.01	Well Development	EA	1	\$ _____	\$ _____
5.02	Constant-Discharge Test Pumping	HR	1	\$ _____	\$ _____
<b>Part 6: Well Plugging</b>					
6.01	Furnish & Emplace Cement	SK	10	\$ _____	\$ _____
<b>Part 7: Miscellaneous Services</b>					
7.01	Construct Concrete Well Pad	SF	25	\$ _____	\$ _____
<b>TOTAL BID AMOUNT</b>				\$ _____	



# 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 by January 27, 2023.

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

**STATEMENT OF BIDDER'S EXPERIENCE**

**2022 Water Well Mitigation Program  
SAWS Job No. 22-0136  
SAWS Solicitation No. CO-00608**

A. Please complete **all** the fields below.

Bidder must answer all questions completely and all information must be clear, accurate and comprehensive.

**If all fields are not completed, the Bid is at risk for being rejected due to non-responsiveness. It is not acceptable to indicate "See attached".**

**Project A-1 is to have been completed by the Bidder.**

- Project A-1 demonstrates the setting of a submersible pump to a minimum depth of 300 feet with a minimum capacity of 10 gallons per minute.
- Project A-1 was completed between 2013 and 2022.

*Project A-1 Description*

Name of Project: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Pump Depth: \_\_\_\_\_ Pump GPM: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Reference Title: \_\_\_\_\_

Reference Phone Number: \_\_\_\_\_ Construction Cost: \_\_\_\_\_

Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_

Additional Information: \_\_\_\_\_

**Project A-2 is to have been completed by the Bidder.**

- Project A-2 demonstrates construction of a screened and gravel packed well completed in the Carrizo-Wilcox Aquifer by a mud rotary drilling method, with a minimum well depth of 400 feet, and a casing diameter of at least 5 inches.
- Project A-2 was completed between 2013 and 2022.

*Project A-2 Description*

Name of Project: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Well Depth: \_\_\_\_\_ Casing Size: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Reference Title: \_\_\_\_\_

Reference Phone Number: \_\_\_\_\_ Construction Cost: \_\_\_\_\_

Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_

Additional Information: \_\_\_\_\_

B. Please complete **all** the fields below.

Bidder must answer all questions completely and all information must be clear, accurate and comprehensive.

**If all fields are not completed, the Bid is at risk for being rejected due to non-responsiveness.**

**Water Well Driller Qualifications**

Name of Water Well Driller: \_\_\_\_\_

- Water Well Driller is licensed with the Texas Department of Licensing and Regulation and in good standing.

Driller's License Number: \_\_\_\_\_

- Water Well Driller has a minimum of two (2) years total drilling experience.

**Pump Installer Qualifications**

Name of Pump Installer: \_\_\_\_\_

- Pump Installer is licensed with the Texas Department of Licensing and Regulation and in good standing.

Pump Installer's License Number: \_\_\_\_\_

- Pump Installer has a minimum of two (2) years total pump installing experience.

**Plug Installer Qualifications**

Name of Plug Installer: \_\_\_\_\_

- Plug Installer is licensed with the Texas Department of Licensing and Regulation and in good standing.

Plug Installer's License Number: \_\_\_\_\_

- Plug Installer has a minimum of two (2) years total well plugging experience.



**Good Faith Effort Plan for Construction SUBCONTRACTS for:**

NAME OF PROJECT: 2022 Water Well Mitigation Program

**SECTION A - PRIME CONTRACTOR INFORMATION**

Legal Name of Firm, including "doing business as" if applicable: \_\_\_\_\_

Address of Office to Perform Project Work: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Is your firm  
Certified as an SMWVB? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If "Yes", was your firm certified by the South Central Texas Regional Certification Agency (SCTRCA) or the Texas Comptroller's Office (HUB)? Only SCTRCA or HUB certifications granted to "local" firms are recognized. Please see the Good Faith Effort Plan Definition for "Local":

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Type/s of Certification: SBE: \_\_\_\_\_ MBE: \_\_\_\_\_ VBE: \_\_\_\_\_ WBE: \_\_\_\_\_

Prime Contractor's Percentage of Participation: (Ex: 100% is the total value of the contract.) \_\_\_\_\_%

Describe your firm's participation to be performed on this Project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

1. List ALL SUBCONTRACTORS/SUPPLIERS that will be utilized on this project/contract. (SMWVB AND Non-SMWVB)

	Legal Name of Subcontractor/Supplier (including "doing business as", if applicable).	Address of Office Location to Perform Project Work or Provide Supplies. (Only Local firms will be counted for SMWVB credit):	Scope of Work/Supplies to be Performed/Provided by Firm:	Estimated Contract (dollar) Amount on this Project:	Certification Type & Agency. (Only SCTRCA or HUB certifications are recognized):
1					
2					
3					
4					
5					

**SECTION B. – SMWB COMMITMENTS**

The SMWVB goal on this project is 20%

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

\_\_\_\_\_ The proposer is committed to a minimum of 20 % SMWVB utilization on this contract.

\_\_\_\_\_ The proposer, (if unable to meet the SMWVB goal of 20%), is committed to a minimum of \_\_\_\_\_% SMWVB utilization on this contract. (If 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 SMWVB requirements on this project.

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Phone Number:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

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

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

1. On a separate sheet of paper, list and attach to this Good Faith Effort Plan written, posted, or published notification to all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for the contract by choice of the proposer, subcontractor, or supplier. Notices to firms contacted by the proposer 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***. This information is required for all firms that were contacted of subcontracting/supply opportunities.

Copies of said notices must be provided to the SMWVB Program Manager at the time the response is due. Such notices shall include information on the plans, specifications, and scope of work.

2. Did you attend the pre-bid conference scheduled for this project? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_

4. Discuss efforts made to identify elements of the work to be performed by SMWVBs in order to increase the likelihood of achieving the goal:

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**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 Contracting Department. For questions and/or clarifications, please contact Marisol V. Robles, SMWVB Program Manager, at 210-233-3420.

## **DEFINITIONS**

**Note:** To be eligible for participation in the SAWS Small, Minority, Woman, and Veteran-owned Business Program, a firm must be local, and must be certified as a Small Business Enterprise (SBE). This includes firms certified as Minority and/or Woman-owned Business Enterprises (MBEs and WBEs). SAWS tracks Veteran-owned Business Enterprises (VBEs) for statistical purposes, but does not award points for VBE participation.

**Local:** A business located in the San Antonio Metropolitan Statistical Area (SAMSA) , which includes the counties of Atascosa, Bandera, Bexar, Comal, Frio, Guadalupe, Kendall, Kerr, McMullen, Medina, Uvalde and Wilson. A business's presence in the SAMSA that consists solely of a P.O. box, a mail drop, or a telephone message center does not count as being local.

**Prime Consultant/Contractor:** Any person, firm partnership, corporation, association or joint venture which has been awarded a San Antonio Water System contract.

**Subconsultants/contractor:** Any named person, firm partnership, corporation, association or joint venture identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing under contract with a prime consultant/contractor on a San Antonio Water System contract.

**Small, Minority and Woman Business (SMWB):** All business structures Certified by the Texas Comptroller's Office (HUB), or the South Central Texas Regional Certification Agency that are 51% owned, operated, and controlled by a Small Business Enterprise, a Minority Business Enterprise, or a Woman-owned Business Enterprise.

**Small Business Enterprise (SBE):** A business structure that is Certified by the Texas Comptroller's Office (HUB), or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by someone who is legally residing in or a citizen of the United States, and the business structure meets the U.S. Small Business Administration's (SBA) size standard for a small business within the appropriate industry category.

**Minority Business Enterprise (MBE):** A business structure that is Certified by the Texas Comptroller's Office (HUB) or the South Central Texas Regional Certification Agency as being 51% owned, operated, and controlled by an ethnic minority group member(s) who is legally residing in or a citizen of the United States. For purposes of the SMWB program, the following are recognized as minority groups:

- a. **African American** – Persons having origins in any of the black racial groups of Africa.
- b. **Hispanic American** – Persons of Mexican, Puerto Rican, Cuban, Spanish or Central or South American origin.
- c. **Asian-Pacific American** – Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- d. **Asian-Indian American** – Persons whose origins are from India, Pakistan, Bangladesh or Sri Lanka.
- e. **American Indian/Native American** – Persons having no less than 1/16 percentage origin in any of the American Indian Tribes, as recognized by the U.S. Department of the Interior's Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

**Women Business Enterprise (WBE):** A business structure that is Certified by the Texas Comptroller's Office (HUB), or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by a woman or women who are legally residing in or citizens of the United States.

**African American Business Enterprise (AABE):** A business structure that is Certified by the Texas Comptroller's Office (HUB), or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by African American minority group member(s) who are legally residing in or are citizens of the United States.

**Joint Venture:** A limited association of two or more persons to carry out a single business enterprise for profit, for which purpose they combine their property, money, efforts, skills and knowledge.

**Veteran-Owned Business Enterprise (VBE):** A business structure that is at least 51% owned, operated and controlled by an individual who served in the United States Armed Forces, and who was discharged or released under conditions other than dishonorable. Please note: This certification type should not be confused with the Service Disabled Veteran designation available through the Small Business Administration.

**Web Submittal of Subcontractor Payment Reports:**

The Contractor will be required to electronically report the actual payments to all subcontractors, utilizing the Subcontractor Payment and Utilization Reporting (S.P.U.R.) System, beginning with the first SAWS payment for services under the contract, and with every payment thereafter (for the duration of the contract). Electronic submittal of monthly subcontractor payment information will be accessed through a link on SAWS' "Business Center" web page. This information will be utilized for subcontractor participation tracking purposes. Any unjustified failure to comply with the committed SMWB levels may be considered breach of 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 also be accessed through the following internet address: <https://saws.smwbe.com/>



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

"General Decision Number: TX20220231 08/05/2022

Superseded General Decision Number: TX20210231

State: Texas

Construction Type: Building

County: Bexar County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022

2	02/25/2022
3	04/15/2022
4	06/17/2022
5	07/08/2022
6	07/29/2022
7	08/05/2022

ASBE0087-014 06/06/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 28.10	8.29

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BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 29.47	24.10

-----  
ELEC0060-003 06/01/2022

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 31.95	15%+6.41

-----  
ELEC0060-004 06/01/2022

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 31.95	15%+6.41

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ELEV0081-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 44.80	36.885+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

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ENGI0450-002 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes.....	\$ 34.85	9.85

-----  
IRON0066-013 06/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.25	7.28

-----  
\* IRON0084-011 06/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 26.76	7.88

-----  
 PLUM0142-009 07/01/2020

	Rates	Fringes
HVAC MECHANIC (HVAC Electrical Temperature Control Installation Only).....	\$ 30.25	13.36
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 30.25	13.36
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 31.90	13.76
Including HVAC Pipe Installation		
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 31.90	13.76
Excludes HVAC Pipe Installation		

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 SFTX0669-002 04/01/2021

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.68	22.50

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 SHEE0067-004 04/01/2022

	Rates	Fringes
Sheet metal worker Excludes HVAC Duct Installation.....	\$ 27.89	16.25
HVAC Duct Installation Only.	\$ 27.89	16.25

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 \* SUTX2014-006 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 22.15	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 17.83	0.00
CARPENTER (Form Work Only).....	\$ 13.63 **	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 16.86	4.17
CAULKER.....	\$ 15.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 22.27	5.30
DRYWALL FINISHER/TAPER.....	\$ 13.81 **	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.18	0.00
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.39	3.04

IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
LABORER: Common or General.....	\$ 10.75 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.88 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00 **	0.00
LABORER: Pipelayer.....	\$ 11.00 **	0.00
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation.....	\$ 8.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.98	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.00 **	0.00
OPERATOR: Bulldozer.....	\$ 14.00 **	0.00
OPERATOR: Drill.....	\$ 14.50 **	0.00
OPERATOR: Forklift.....	\$ 12.50 **	0.00
OPERATOR: Grader/Blade.....	\$ 23.00	5.07
OPERATOR: Loader.....	\$ 12.79 **	0.00
OPERATOR: Mechanic.....	\$ 18.75	5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.00 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.07 **	0.00
ROOFER.....	\$ 12.00 **	0.00
TILE FINISHER.....	\$ 11.32 **	0.00
TILE SETTER.....	\$ 14.94 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210



2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

"General Decision Number: TX20220007 02/25/2022

Superseded General Decision Number: TX20210007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

\* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.56	**
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 12.94	**
Structures.....	\$ 12.87	**
LABORER Asphalt Raker.....	\$ 12.12	**
Flagger.....	\$ 9.45	**
Laborer, Common.....	\$ 10.50	**
Laborer, Utility.....	\$ 12.27	**
Pipelayer.....	\$ 12.79	**
Work Zone Barricade Servicer.....	\$ 11.85	**
PAINTER (Structures).....	\$ 18.34	
POWER EQUIPMENT OPERATOR: Agricultural Tractor.....	\$ 12.69	**
Asphalt Distributor.....	\$ 15.55	
Asphalt Paving Machine.....	\$ 14.36	**
Boom Truck.....	\$ 18.36	
Broom or Sweeper.....	\$ 11.04	**
Concrete Pavement Finishing Machine.....	\$ 15.48	
Crane, Hydraulic 80 tons or less.....	\$ 18.36	
Crane, Lattice Boom 80 tons or less.....	\$ 15.87	
Crane, Lattice Boom over 80 tons.....	\$ 19.38	
Crawler Tractor.....	\$ 15.67	
Directional Drilling Locator.....	\$ 11.67	**
Directional Drilling Operator.....	\$ 17.24	
Excavator 50,000 lbs or Less.....	\$ 12.88	**
Excavator over 50,000 lbs...\$	17.71	
Foundation Drill, Truck Mounted.....	\$ 16.93	
Front End Loader, 3 CY or Less.....	\$ 13.04	**
Front End Loader, Over 3 CY.\$	13.21	**
Loader/Backhoe.....	\$ 14.12	**
Mechanic.....	\$ 17.10	
Milling Machine.....	\$ 14.18	**
Motor Grader, Fine Grade....\$	18.51	
Motor Grader, Rough.....\$	14.63	**
Pavement Marking Machine....\$	19.17	

Reclaimer/Pulverizer.....\$ 12.88 \*\*  
 Roller, Asphalt.....\$ 12.78 \*\*  
 Roller, Other.....\$ 10.50 \*\*  
 Scraper.....\$ 12.27 \*\*  
 Spreader Box.....\$ 14.04 \*\*  
 Trenching Machine, Heavy....\$ 18.48

Servicer.....\$ 14.51 \*\*

Steel Worker

Reinforcing.....\$ 14.00 \*\*  
 Structural.....\$ 19.29

TRAFFIC SIGNALIZATION:

Traffic Signal Installation  
 Traffic Signal/Light Pole  
 Worker.....\$ 16.00

TRUCK DRIVER

Lowboy-Float.....\$ 15.66  
 Off Road Hauler.....\$ 11.88 \*\*  
 Single Axle.....\$ 11.79 \*\*  
 Single or Tandem Axle Dump  
 Truck.....\$ 11.68 \*\*  
 Tandem Axle Tractor w/Semi  
 Trailer.....\$ 12.81 \*\*

WELDER.....\$ 15.97

-----  
 WELDERS - Receive rate prescribed for craft performing  
 operation to which welding is incidental.

=====  
 \*\* Workers in this classification may be entitled to a higher  
 minimum wage under Executive Order 14026 (\$15.00) or 13658  
 (\$11.25). Please see the Note at the top of the wage  
 determination for more information.

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 Davis-Bacon Act for which the contract is awarded (and any  
 solicitation was issued) on or after January 1, 2017. If this  
 contract is covered by the EO, the contractor must provide  
 employees with 1 hour of paid sick leave for every 30 hours  
 they work, up to 56 hours of paid sick leave each year.  
 Employees must be permitted to use paid sick leave for their  
 own illness, injury or other health-related needs, including  
 preventive care; to assist a family member (or person who is  
 like family to the employee) who is ill, injured, or has other  
 health-related needs, including preventive care; or for reasons  
 resulting from, or to assist a family member (or person who is  
 like family to the employee) who is a victim of, domestic  
 violence, sexual assault, or stalking. Additional information  
 on contractor requirements and worker protections under the EO  
 is available at  
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within  
 the scope of the classifications listed may be added after  
 award only as provided in the labor standards contract clauses  
 (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----  
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

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U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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Washington, DC 20210

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=====  
END OF GENERAL DECISIO"



**SAN ANTONIO WATER SYSTEM**

**GENERAL CONDITIONS  
(Revised June 2015)**

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# SAN ANTONIO WATER SYSTEM

## GENERAL CONDITIONS

### ARTICLE I. CONTRACT DEFINITIONS:

Wherever in these General Conditions or in other parts of the Contract Documents, the following terms, or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

1. ACPA - American Concrete Pipe Association.
2. ANSI - American National Standards Institute.
3. ASTM - American Society for Testing Materials.
4. AUTHORIZATION TO PROCEED - (Work Project Authorization) A written notice given by Owner to Contractor establishing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.
5. AWWA - American Water Works Association.
6. BIDDER - An individual, partnership, corporation, joint venture, etc., submitting a proposal.
7. BOARD - Board of Trustees of the San Antonio Water System.
8. CHANGE ORDER - A written order issued by the Owner to the Contractor authorizing additions, deletions, or revisions to the Work to be performed by the Contractor within the scope of construction services outlined in the Contract Documents. This includes changes in price and/or changes in time.
9. CITY- The City of San Antonio, Texas (COSA)
10. CITY COUNCIL - The duly elected members of the council of the City of San Antonio, Texas.
11. CLAIM - A written demand seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.
12. COMPETENT PERSON - Employee of prime Contractor who has the industry knowledge of construction safety practices and is well versed with construction practices and procedures.
13. CONDITIONAL LETTER OF ACCEPTANCE - The date certified in writing by the Owner when the Construction of the entire Project or any completed portions thereof as defined by SAWS is completed in accordance with the Contract Documents.
14. CONSTRUCTION OBSERVER/INSPECTOR (COI) - The Owners assigned authorized representative who observes, inspects, and may accept any or all parts of the Project and the materials to be used therein.
15. CONSULTANT - A person registered as a professional engineer pursuant to Texas Occupations Code, Title 6, Chapter 1001, employed to provide professional engineering services and having overall responsibility for the design of a project or a significant portion thereof, together with administrative supervision of any subconsultants the Consultant may retain. The term "Consultant", unless the context clearly indicates otherwise, means an engineer in private practice retained for a specific project under a contractual agreement with the Owner.
16. CONTRACT - The signatory Agreement (Standard Form) between the SAWS and the Contractor governing the furnishing of material and performance of the Work. The Contract will include all Contract Documents.

17. CONTRACT DOCUMENTS - The Contract Documents consist of Bidding or Proposal Documents (Invitation to Bidder's or Invitation for Competitive Sealed Proposals, the Instructions to Bidders or the Instructions to Respondents, the Supplementary Instructions to Respondents, the Contractor's completed Bid Proposal or Price Proposal form, the Addenda), the Contract, the Conditions of the Contract (General, Supplemental and Special Conditions), the Standard Drawings, the Construction Specifications, the Change Orders, the Payment and Performance Bonds, and the Good Faith Effort Plan. The Contract Documents form the complete CONTRACT, which represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between:
  - (1) Design Consultant and Contractor;
  - (2) Owner and Subcontractor or Subcontractor; or
  - (3) Any person or entities other than Owner and Contractor.
18. CONTRACTOR - The individual, partnership, corporation, joint venture, or other entity contracting with the SAWS to complete the Work. The Contractor is directly responsible for the Subcontractors and Vendors that they select to complete the Work.
19. CONTRACT SUM - The total compensation payable to the Contractor for performing the Work as originally contracted or as subsequently adjusted by Change Orders.
20. CONTRACT TIME - The total time allowed the Contractor for completion of the Work. Contract Time will commence as per Article 8.1 and shall include the number of days set forth in the Contract plus any extended days granted under the provisions of Article 6.
21. ENGINEER - A Professional Engineer licensed by the State of Texas and duly authorized as a representative of the San Antonio Water System to provide professional engineering services on public works projects. Equivalent terms may include Engineer of Record, Program Engineer, Project Engineer, and/or Design Engineer.
22. FORCE ACCOUNT - a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as specifically provided for in Section 6.5.3 herein.
23. HAZARDOUS MATERIAL(s)/SUBSTANCE - Pursuant to Section 26.263 of the Water Code hazardous material means any substance or material designated as such by the administrator of the Environmental Protection Agency pursuant to the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq.), regulated pursuant to Section 311 of the Federal Clean Water Act (33 U.S.C. Sec. 1321 et seq.), or designated by the Commission and shall also include but not be limited to:
  - (1) any substance that, whether by its nature or its use, is subject to regulation or requires environmental investigation, monitoring, or remediation under any federal, state, or local environmental laws, rules, or regulations;
  - (2) any underground storage tanks, as defined in 42 U.S.C. Section 6991(1)(A)(I) (including those defined by Section 9001(1) of the 1984 Hazardous and Solid Waste Amendments to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.;
  - (3) the Texas Water Code Annotated Section 26.344; and Title 30 of the Texas Administrative Code Sections 334.3 and 334.4), whether empty, filled or partially filled with any substance; and
  - (4) any other hazardous material, hazardous waste, hazardous substance, solid waste, and toxic substance as those or similar terms are defined under any federal, state, or local environmental laws, rules, or regulations.
24. INSTRUCTIONS TO BIDDERS - Owner Instructions of a general nature outlining the duties and responsibilities of a prospective bidder.

25. LABORATORY - The testing laboratories of the Owner or any other testing laboratory that may be designated or approved in writing by the Owner.
26. LABOR BURDEN – The cost paid by an employer for employing individuals above the salary actually paid and reflected in their payroll. These are limited to the following:
- Payroll Taxes – both Federal and State (FICA, FUTA, SUTA)
  - Paid Holidays, Vacation Leave and Sick Leave
  - Retirement/Pension Costs (401K, etc.)
  - Health Care
  - Life/AD&D Insurance
  - Workers Compensation Insurance
  - Long-Term Disability Insurance
  - Short-Term Disability Insurance
  - Bonuses, if paid to all employees regardless of company’s financial performance
  - Safety Training and Personal Protective Equipment (PPE) given to all employees
27. LUMP SUM– Price of an entire group of services, where no breakdown is given for individual items.
28. MAJOR BID ITEM - Any individual bid item submitted by Contractor whose total cost, as determined by multiplying the bid schedule line item quantity for that bid item by the Contract unit price also provided in that bid schedule line item, is equal to or greater than 5 percent of the original contract total amount. The preceding criteria notwithstanding, the Owner and Consultant **reserve the right** to identify or exclude specific bid items as being "Major" in the Special Conditions for each Project.
29. MINORITY BUSINESS ENTERPRISE - A business structure that is certified by the Small Business Administration, Texas State Comptroller’s Office or the South Central Texas Regional Certification Agency as being 51% owned, operated, and controlled by an ethnic minority group member(s) who is legally residing in or a citizen of the United States. The ethnic minority group members recognized by SAWS are African Americans, Hispanic Americans, Asian Americans, and Native Americans.
30. MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) - A conveyance or system of conveyances (including roads with drainage systems, municipal streets catch basins, curbs, gutters, ditches, man-made channels or storm drains:
- .1 Owned or operated by a State, City, town, borough, county, district association or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial waters, storm water or other wastes including special districts under State law such as a sewer district, flood control district or drainage district or similar entity or a designated and approved management agency under Section 208 of the Clean Water Act that discharges to water of the United States;
  - .2 Designated or used for collection or conveying storm water.
  - .3 That is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.
31. NEMA - National Electrical Manufacturers Association.
32. NFPA - National Fire Protection Association.
33. NON-HAZARDOUS MATERIAL(s)/SUBSTANCES - Any material(s)/substance(s) which is not designated as hazardous pursuant to Article I. 23 herein and the continued presence of such on the site is determined by the Owner's representative not to be detrimental to the completion of the Project.
34. NOTICE OF NON COMPLIANCE – Neglect of compliance; failure to comply.
35. OWNER - The San Antonio Water System (SAWS).
36. OWNER'S REPRESENTATIVE - The Owner’s duly authorized representative of the System.

37. PAYMENT BOND – In accordance with Chapter 2253 of the Texas Government Code as amended, the security furnished by the Contractor through the Surety in the full amount of the Contract Sum for the protection of all persons supplying labor and material in the prosecution of the Work who properly follow statutory requirements for perfecting claims against such security. If the Contract amount does not exceed \$25,000, a Payment Bond may not be required.
38. PERFORMANCE BOND - In accordance with Chapter 2253 of the Texas Government Code as amended, the security furnished by the Contractor through the Surety in the full amount of the Contract Sum as a guaranty that the Work will be faithfully performed and completed and that the Owner will be saved harmless from all costs and damages which the Owner may suffer by reason of the Contractor's default or failure to perform the Work. If the Contract amount does not exceed \$25,000, a Performance Bond may not be required.
39. PIPELINE PROJECT - Work site and Work elements related to a sanitary sewer, water, or recycle water pipeline with all appurtenances and construction to be performed thereon under the Contract.
40. PLANS - The Plans, drawings, details and supplemental drawings, or reproductions thereof, produced and sealed by the Consultant and/or Engineer and approved by the Owner, showing the location, character, dimensions and details of the Work and which are a part of the Contract. Plans include standard details issued and sealed by the Consultant and/or Engineer or his representative.
41. PROJECT – The total design and construction of Work performed under the Contract Documents and may be the whole or a part of the Project and which may include construction by Owner or by separate Contractors. All references in these General Conditions to or concerning the Work or the Site of the Work will use and or related to the term “Project,”(including Pipeline Projects) notwithstanding that the Work only may be a part of the Project.
42. PROPOSAL - The offer of the bidder, made out on the prescribed forms, giving prices for performing the work described in the Plans and Specifications.
43. PUNCH LIST – List of Work remaining to be completed before final acceptance of the Project.
44. REQUEST FOR INFORMATION (RFI) – Document submitted by Contractor requesting clarification on a particular bid item, scope of work or intent of the Contract.
45. REQUEST FOR PROPOSAL (RFP) - Document submitted by Contractor to SAWS or document submitted by SAWS to Contractor requesting changes to the Contract Document.
46. SAMPLES - Physical examples furnished by the Contractor to Owner to illustrate intended or anticipated materials, equipment or workmanship, and to assist Owner and Consultant in the establishment of workmanship and quality standards by which the Work will be judged.
47. SAN ANTONIO WATER SYSTEM - San Antonio Water System (SAWS) shall mean the San Antonio Water System Board of Trustees as established pursuant to Article 1115, Texas Revised Civil Statutes Annotated, and City of San Antonio Ordinance No. 75686. Whenever used in this Contract the term SAWS or Owner shall be, unless indicated otherwise, understood to mean the San Antonio Water System Board of Trustees, or its successors or any person or persons acting lawfully in an official capacity on behalf of the SAWS at such time and within the power and authority specifically delegated to him or them by this Contract.
48. SEQUENCE OF CONSTRUCTION - The logical and proper order in which the Contractor shall accomplish the Work as provided by Article 5.14 as directed by the Owner in stages and phases, as shown in the Contract Documents, unless Owner orders otherwise by a properly executed Change Order as provided herein.
49. SHOP DRAWINGS - Drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are furnished by the Contractor and prepared by Contractor, first-tier or sub-tier subcontractors, manufacturer, supplier or distributor, and which illustrates and details some portion of the Work. Shop Drawings shall be furnished to the Owner as submittals.

50. SMALL BUSINESS ENTERPRISE – A business structure that is Certified by the Small Business Administration, Texas State Comptroller’s Office or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by someone who is legally residing in or a citizen of the United States, and the business structure meets the U.S. Small Business Administration’s (SBA) size standard for a small business within the appropriate industry category.
51. SMALL, MINORITY, AND WOMAN-OWNED BUSINESS - Hereinafter referred to as “SMWB”, includes all business structures Certified by the Small Business Administration, Texas State Comptroller’s Office, or the South Central Texas Regional Certification Agency that are 51% owned, operated, and controlled by a SMALL BUSINESS ENTERPRISE, a MINORITY BUSINESS ENTERPRISE, or WOMAN-OWNED BUSINESS ENTERPRISE
52. SPECIAL CONDITIONS – The part of the Contract Documents which add special requirements that apply to a specific project as defined in Article XI herein.
53. SPECIFICATIONS - The specific instructions to the Contractor that are provided in the Contract Document as to the requirements for materials, equipment, certain construction procedures, standards and quality of workmanship for the Work and performance of related services and other technical requirements and forming a part of the Contract.
54. SUBCONTRACTOR - The individual, firm, equipment vendor, or corporation, having a first tier subcontract with the prime or general Contractor, subject to the review of qualifications by the Consultant and the Owner's Representative, for the performance of a part of the Work. Sub-tier subcontractors must be identified by the subcontractors and be similarly subject to the review of qualifications by the Consultant and the Owner's Representative for the performance of a part of the Work.
55. SUBSTANTIAL COMPLETION - When construction of the project or a specified part thereof is sufficiently completed in accordance with the Contract Documents so that the Project, or specified part thereof could be utilized for the Owner's purposes for which it is intended.
56. SUPERINTENDENT - The Contractor’s onsite project representative whom the Contractor has authorized to communicate with the SAWS COI, pursuant to the terms of the Contract and as provided for in Section 5.4 herein.
57. SUPPLEMENTARY CONDITIONS - Shall be as defined in Article XI herein.
58. SURETY - The corporate body licensed to conduct business in the State of Texas that provides assurance that the Contractor, or his substitute will faithfully perform the Work covered by the Contract and make payment of any due, unpaid, eligible labor and supply claims arising there under and is in compliance with the provisions contained in Articles 3.4 and 3.5 herein.
59. UNDERGROUND FACILITIES - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments and appurtenances thereto, and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, sewage and drainage removal, traffic or other control systems.
60. UNIT PRICE WORK - Work to be paid for by Owner on the basis of Contractor quoted unit prices in the Bid Proposal based upon Owner estimated quantities.
61. WOMAN BUSINESS ENTERPRISE – A business structure that is Certified by the Small Business Administration, Texas State Comptroller’s Office or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by a woman or women who are legally residing in or citizens of the United States

62. WORK - The entire completed construction or the various separately identifiable parts thereof required necessary, proper or incidental and required or reasonably inferable, to produce, construct and fully complete the construction project in strict accordance with the requirements of the Contract Documents. Work is the result of Contractor performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
63. WORK CHANGE DIRECTIVE – Shall be as defined in Article VI herein. Document utilized to memorialize minor changes in work as described in 6.2.2.
64. WRITTEN NOTICE – Any notice, payment, statement or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by facsimile transmission, email or by mail, postage prepaid, or by overnight delivery to an officer, management level employee or other designated representative of either party. Mailed or email notices shall be addressed to the parties at an address designated by each party, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed received as of three (3) calendar days after mailing.

**ARTICLE II. LEGAL RELATIONSHIPS AND RESPONSIBILITIES:**

- 2.1 LEGAL RESPONSIBILITIES - The Contractor in the performance of the Work shall comply with all pertinent Ordinances of the City of San Antonio (COSA), Regulations of the San Antonio Water System (SAWS), Laws of the State of Texas, and of the United States, including but not limited to Rules and Regulations of the United States Department of Labor, pertaining to Occupational Safety and Health Administration standards as presently existing or as may hereinafter be modified or amended.
  - .1 Where construction projects cross or run along state highways, the Contractor shall at a minimum comply with governing Texas Department of Transportation Regulations as outlined in State Permits for each crossing. In cases where State Regulations do not apply, City Regulations shall be binding.
  - .2 Where construction projects cross or run along county roads, the Contractor shall at a minimum comply with governing Bexar County Public Works Regulations as outlined in the County Permit for each crossing.
- 2.2 GENERAL UNDERSTANDING - Contractor at his own cost and expense shall furnish all supervision, tools, implements, machinery, labor, materials and accessories, such as are necessary and proper for the purpose, and secure all required permits and licenses, and shall at his own cost and expense construct, build and complete, in a good, first class, substantial and workmanlike manner, the structures, work and improvements herein described and/or referred to in the Contract Documents.
- 2.3 INDEMNIFICATION - Contractor shall protect the public, SAWS, and COSA fully by taking reasonable precaution to safeguard persons from death or bodily injury and to safeguard property of any nature whatsoever from damage. Where any dangerous condition or nuisance exists in and around construction sites, equipment and supply storage areas and other areas in any way connected with the performance of this contract, the Contractor shall provide and maintain reasonable warning of such danger or nuisance. The Contractor shall not create an excavation, obstruction, or any dangerous condition or nuisance of any nature whatsoever in connection with the performance of this Contract unless necessary to its performance, and in that event the Contractor shall provide and maintain at all times any and all reasonable means of warning of any danger or nuisance created. The duties of the Contractor in this section shall be nondelegable, and the Contractor's compliance with the specific recommendations and requirements of the San Antonio Water System or the City of San Antonio as to the means of warning shall not excuse the Contractor from the faithful performance of these duties should such recommendations and requirements not be adequate or reasonable under the circumstances.

In order to protect SAWS and COSA the Contractor's failure to perform any of the foregoing duties or any of the terms of this Contract, the Contractor shall indemnify and save harmless SAWS, COSA and their agents and employees from all losses, damages, judgments, decrees, and expenses, liens, claims, demands, causes of action, or costs of any nature whatsoever, and/or any other liability, damage, fine or penalty (except where reimbursement for fines or penalties is prohibited by law), including all costs of

defense, attorneys fees, and settlement arising out of or in any way connected with any claims or actions at law or in equity, brought against SAWS, COSA and their agents and employees for the death or injury to persons or for damage to property caused, or allegedly caused, by any willful acts, negligence, nuisance, or breach of any term or condition of this Contract in connection with work to be performed pursuant to said Contract, by the Contractor, his agents, subcontractors, or employees. The Contractor shall furthermore indemnify and save harmless SAWS and COSA and their agents and employees from all demands of subcontractors, workmen, material men, or suppliers of machinery and parts thereof, equipment, power tools, and supplies incurred in connection with work to be performed under this Contract. Property of any description, including but not limited to property of SAWS and COSA, which shall be damaged in the performance of this Contract by the Contractor, his agents, employees, subcontractors or their employees and subcontractors shall be restored to its condition prior to damage by the Contractor at the Contractor's expense.

SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, JUDGEMENTS, DECREES, OR LIABILITY ARISE IN PART FROM THE NEGLIGENCE OF SAWS OR COSA. IT IS THE EXPRESSED INTENTION OF THE CONTRACTOR, SAWS AND COSA THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR, TO INDEMNIFY AND PROTECT SAWS AND COSA FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHERE THE NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF SAWS AND COSA UNMIXED WITH THE FAULT OF ANY PERSON OR ENTITY. The obligations of Contractor hereunder shall survive termination of this Contract for any reason. The foregoing notwithstanding, it is agreed that with respect to any statutory restrictions affecting the validity or enforceability of the indemnification obligation herein, it shall be subject to such restrictions, and the indemnification obligation herein shall be deemed to be amended to the minimum extent necessary to conform therewith, and shall otherwise continue in full force and effect.

In any claims against SAWS or COSA or their agents or employees by Contractor, any employee of Contractor, any subcontractor, anyone directly or indirectly employed by Contractor, or any subcontractor or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' compensation acts, disability benefit acts of other employer's benefit acts.

- 2.4 ROYALTIES AND PATENTS - The Contractor shall pay all royalties and license fees, and defend all suits or claim for infringement of any patent rights and shall indemnify and as provided under Article 2.3 save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such royalties and license fees and loss when a particular design or process, or the product of a particular manufacturer or manufacturers is specified by Owners Contract Document; provided, however, if the Contractor has reason to believe the design, process or product specified constitutes an infringement of a patent, he shall be responsible for such royalties, license fees and loss unless he promptly gives such information to the Owner.
- 2.5 NO WAIVER OF SAWS RIGHTS - Unless specifically and unambiguously set out in the Contract Documents at the time of bid or proposal opening, no observation/inspection or approval by said Owner or any COI, officer or employee of the Owner, or any order, measurement or certificate by said Owner, or any estimate or payment by the Owner for any part of said Work, or material or method or equipment, or any extension of time, or any possession of the Work, at any time shall operate as a waiver of any provision or obligation of this Contract or any right or power herein given or reserved to said Owner, or of any right to claim any indemnity or damages for patent or latent defects in the work or otherwise as herein provided for; nor shall any Owner waiver of any Contractor breach of this Contract be deemed as a waiver of any other or subsequent Contractor breach; and every Owner right or remedy under the Contract Documents shall be cumulative, and in addition to all other Owner rights and remedies.
- 2.6 INTEREST IN SAWS CONTRACT PROHIBITED - No officer or employee of the Owner shall have a financial interest, direct or indirect, in any Contract with the SAWS, or shall be financially interested, directly, in the sale to the SAWS of any land, materials, supplies or service, except on behalf of the SAWS as an officer or employee. This prohibition extends to the City Public Service Board, City of San

Antonio, and City boards and commissions other than those, which are purely advisory.

- 2.7 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS/NONDISCRIMINATION CLAUSE  
The San Antonio Water System highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.
- 2.8 SMALL, MINORITY, AND WOMEN BUSINESS PROGRAM (SMWBP) REQUIREMENTS -The San Antonio Water System highly encourages contractors to form joint ventures and/or provide subcontracting opportunities to small, minority and woman-owned business (SMWB) firms. The San Antonio Water System's Good Faith Effort Plan (GFEP) is **required and must be submitted** as part of the bid package to report all small, minority, and woman-owned firm participation for this project. The GFEP must reflect all information requested as part of the total construction Contract Documents.
- 2.9 STATE SALES TAX - The Owner qualifies for exemption from state and local sales tax and will upon request by the Contractor, furnish the Contractor with a tax exemption certificate. It is the Contractor's responsibility to claim exemption from payment of applicable state and local sales taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. The Contract separates the cost of materials and tangible equipment from skill, labor and other associated costs of construction. This is in accordance with the Texas Tax Code to allow tax exemption on the Contract price for materials. Certain construction equipment that is owned or rented by the CONTRACTOR may be subject to State and Local Sales Tax. The Contractor will not include in the Contract Sum or any modification thereto any amount for sales, use or similar taxes for which Owner is exempt.
- 2.10 PREVAILING WAGE RATE AND LABOR STANDARD PROVISIONS. The Provisions of Chapter 2258 of the Texas Government Code, and the "Wage and Labor Standard Provisions" amended in City of San Antonio Ordinance 2008-11-20-1045, expressly are made a part of this Contract and are incorporated herein by reference (the "PWRLSP"). In accordance therewith, a schedule of the general prevailing rate of per diem wages in this locality for each craft or type of worker needed to perform this Contract is included as part of the Bidding Document that are part of the Contract Documents. In accordance with the PWRLSP, the Contractor shall forfeit, as a penalty to Owner, sixty dollars (**\$60.00**) for each laborer, workman or mechanic employed for each calendar day, or portion thereof, in which such laborer, workman or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any Subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any federal or state law, regarding the wages to be paid to or hours worked by laborers, workmen or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information. Contractor agrees it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information. This Contract provision shall be included in its entirety in all Subcontractor agreement(s) entered into by the Contractor or any Subcontractor employed on the project.
- .1 LCP Tracker - Each contractor and every lower-tier subcontractor will be required to submit certified payrolls and labor compliance documentation electronically utilizing the LCP Tracker web-based application as of the first Certified Payroll Report (CPR) and with every CPR thereafter. Electronic submittal of CPRs will be accessed through a link on SAWS' "Business Center" web page. Each contractor and subcontractor will be provided a Logon identification and password to access the SAWS LCP Tracker reporting system. Electronic submittals will require data entry of weekly payroll information including: employee identification, labor classification, total hours worked and hours worked on this project, and wage and benefit rates paid. This electronic submission requirement also applies to every lower-tier subcontractor required to provide labor compliance documentation.

Additional information on the LCP Tracker System can be found on: [www.lcptracker.com](http://www.lcptracker.com).



- 2.11 ETHICS. To report suspected ethics violations impacting The San Antonio Water System, please call 1-800-687-1918.

### **ARTICLE III. CONTRACT DOCUMENTS & BONDS:**

- 3.1 PLANS AND SPECIFICATIONS - The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated and intended results. In cases of discrepancy between any drawing and the dimension figures written thereon, the dimension figures shall govern over scaled dimensions; Detailed Drawings and accompanying notations shall govern over general Drawings; Specifications shall govern over Drawings and Special Conditions shall govern over Supplemental Conditions, Specifications, Drawings and these General Conditions.

- .1 For the purposes of clarification, the most recently issued Document takes precedence over previous issues of the same document. The order of precedence for the Contract Document is as follows with the highest authority listed as "1."

1. Contract Modifications signed by Contractor and Owner.
2. Addenda, with those of later date having precedence over those of earlier date.
3. Special Conditions
4. Supplementary Conditions.
5. General Conditions
6. Specifications
7. Drawings

- 3.2 INTENT OF THE CONTRACT DOCUMENTS is to describe a functionally complete Project (or integral component part thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied by Contractor whether or not specifically called for by SAWS or its Consultant. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment such words shall be interpreted in accordance with that meaning. Where phrases such as "directed by", "ordered by" or "to the satisfaction of", "the Consultant", "the SAWS COI" or "the Owner's Representative" occur, it is to be understood that the directions, orders, or instructions to which they relate are within the scope of, and authorized by the Contract Documents. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids except as may be otherwise specifically stated in writing.

DISCREPANCY IN CONTRACT DOCUMENTS - If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to Consultant or Owner in writing immediately and before proceeding with the Work affected thereby and shall obtain a prompt written interpretation or clarification from SAWS or Consultant; however, Contractor shall not be liable to SAWS or Consultant for failure to report any conflict, error or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or should reasonably have known thereof.

- 3.3 PLANS AND SPECIFICATIONS AT THE WORK SITE - The Contractor shall maintain at the Work site at least one copy of the most recent and complete set of Contract Documents to include, but not limited to, Plans, Specifications, Addenda, approved Shop Drawings and Change Orders, in good order and marked to record all changes to the Plans and/or existing physical conditions made during construction.

- .1 RECORD DRAWINGS - Each month as the Work progresses the Consultant shall formally submit to SAWS, along with the monthly payment application, a set of red line drawings noting work completed during that period. Red Line drawings should also reflect any and all variations to the Plans and reflect all actual dimensions necessary for the development of as built drawings. As a condition precedent to any progress payment of final payment the Contractor shall have a

duty to submit, and coordinate with Consultant, Contractor's properly marked drawings. Prior to final payment to the Contractor, the Contractor who has control of the Work and is in a position to know how the Project was constructed, shall formally submit to SAWS Consultant, at the final walk through the set of clearly marked red line drawings and related documents noting work completed and any variations from the original plan and specifications for Consultant's use in preparing Owner's final "Record Drawings" for the SAWS permanent file.

- 3.4 PERFORMANCE BOND - CONTRACTOR shall furnish a Performance Bond in favor of SAWS in an amount equal to 100% of the total construction cost under this Contract. Total construction cost are defined as the entire cost of materials and their installation, and include, but are not limited to, the cost of labor, equipment, supplies, materials and additional construction costs. The Performance Bond shall: (1) guarantee the completion of the entire construction herein identified in conformity with the Plans and Specification approved by SAWS, and (2) guarantee the Work against defects in workmanship and materials for a period of twenty four (24) months after acceptance of the work by the San Antonio Water System. The bond shall be in accordance with Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code and shall have corporate Sureties that are licensed to conduct business in Texas. The Contractor agrees that the following shall apply to bonds provided by a Surety:

If any bond is in an amount in excess of ten (10%) percent of the Surety company's capital and surplus, the San Antonio Water System shall require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten (10%) percent of the surety company's capital and surplus with one or more reinsurers who are duly authorized, accredited, or trusted to do business in this state. The amount reinsured by any reinsurer may not exceed ten (10%) percent of the reinsurer's capital and surplus.

If the amount of the bond exceeds \$100,000, the surety must also:

- (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or
- (2) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

If the Surety on any bond furnished by the Contractor to the Board is declared bankrupt or becomes insolvent, or has its right to do business revoked in the State of Texas, then the CONTRACTOR will have ten (10) days to substitute another bond and surety there for which shall be acceptable to SAWS and which shall be at the expense of the Contractor.

- 3.5 PAYMENT BOND - Contractor shall furnish Payment Bond in favor of SAWS in an amount equal to 100% of the total construction cost under this Contract. Total construction costs are defined as the entire cost of materials and their installation, and include, but are not limited to, the cost of labor, equipment, supplies, materials and additional construction costs. The Payment Bond shall be security for the payment of all persons supplying labor and material in the prosecution of the Work provided for in the Contract Documents. The Contractor agrees that the following shall apply to Bonds provided by a Surety:

If any Bond is in an amount in excess of ten (10%) percent of the Surety company's capital and surplus, the San Antonio Water System shall require, as a condition to accepting the Bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten (10%) percent of the surety company's capital and surplus with one or more reinsurers who are duly authorized, accredited, or trusted to do business in this state. The amount reinsured by any reinsurer may not exceed ten (10%) percent of the reinsurer's capital and surplus.

If the amount of the bond exceeds \$100,000, the Surety must also:

- (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or
- (2) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in this state and is the holder of a certificate of authority

from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

The bonds shall have corporate Sureties that are licensed to conduct business in Texas. If the Surety on any Bond furnished by the Contractor to the Board is declared bankrupt or becomes insolvent, or has its right to do business revoked in the State of Texas, then the CONTRACTOR will have ten (10) days to substitute another Bond and Surety therefore which shall be acceptable to SAWS and which shall be at the expense of the Contractor.

- 3.6 CONTRACTOR AND SURETIES STILL BOUND - No assignment, transfer or subletting, without the written consent of SAWS, and no order of SAWS for or approval of any alterations or modifications in said Specifications, Plans, or Work, and no change in the requirements or order for extra work made by the SAWS as provided in this Contract, shall ever in any manner release or diminish the responsibility of Contractor or any Surety on any bond of Contractor, but on the contrary, such responsibility shall extend to and comprehend all such changes and other matters. If any Surety upon any bond furnished in connection with the Contract becomes insolvent, or otherwise not authorized to do business in this State, the Contractor shall within ten (10) days furnish equivalent substitute forms of security while seeking substitute bonding, to protect the interests of the SAWS and of persons supplying labor or materials in the prosecution of the Work contemplated by the Contract, or may be liable for breach of Contract and default termination.
- 3.7 CONTRACTS LESS THAN \$25,000 - If the Contract Sum is less than or equal to \$25,000, Owner and Contractor may agree (at Owner's discretion) to Contractor not providing Performance and Payment Bonds; provided that in such event, no money will be paid by Owner to Contractor until Final Completion and acceptance of all Work by the Owner. If Contractor elects to provide Performance and Payment Bonds, the Contract Sum shall be payable to Contractor through progress payments in accordance with these General Conditions.

#### **ARTICLE IV. CONTRACT ADMINISTRATION:**

##### **4.1 GENERAL ADMINISTRATION**

- .1 PLANS AND SPECIFICATIONS BY CONSULTANT -The Consultant will provide general administration of the Contract during construction in accordance with the Consultant's scope of work as defined in the Consultant's Contract with the SAWS.
- .1 The Consultant has the authority to act on behalf of the Owner to the extent provided in the Construction Contract Documents. The Consultant will advise and consult with the Owner. The Owner's instruction to the Contractor may be issued through the Consultant but the Owner reserves the right to issue instructions directly to the Contractor through other designated SAWS representatives. Contractor understands that SAWS may modify the authority of such Consultant as provided in the terms of its contract relationship with the Consultant, and the Owner shall, in such event, be vested with powers formerly exercised by such Consultant, provided written notice of such modification shall be immediately served on the Contractor. Nothing herein shall authorize independent agreements between Contractor and such Consultant, nor shall the Consultant be deemed to have a legal relationship with the Contractor.
- .2 Any and all oral instructions shall be confirmed expeditiously in writing with copies furnished to the Consultant, the Owner's designated representatives, and the Contractor by the party issuing the oral instruction.
- .3 Upon the Consultant's written recommendation, the Owner's Representative shall have the final authority to reject Work performed by the Contractor which does not meet the requirements of the Contract, and to order such Work repaired, removed, or replaced in accordance with Article 5.10. Rejected Work will be documented and all payments related to the rejected Work will be suspended until the Work is accepted by the Owner.

##### **.2 PLANS AND SPECIFICATIONS BY SAWS ENGINEER**

- .1 The Engineer shall confirm all oral instructions to the Contractor expeditiously in writing.

- .2 Any other provision contained herein notwithstanding, the Engineer shall have the authority to reject Work performed by the Contractor which does not meet the requirements of the Contract, and to order such Work repaired, removed, or replaced in accordance with Article 5.10. Rejected Work will be documented and all payments related to the rejected Work will be suspended until the Work is accepted by the Owner.

#### 4.2 ACCESS TO AND OBSERVATION/INSPECTION OF THE WORK

- .1 PLANS AND SPECIFICATIONS BY CONSULTANT - The Contractor shall provide sufficient, safe, and proper facilities at all reasonable times for the observation and/or inspection of the Work by any duly authorized representative of the Owner. The Consultant and the Owner will make visits to the site at intervals appropriate to the various stages of construction to observe the progress of the executed Work and to determine if the Work is proceeding in accordance with the Contract Documents.

- .1 On the basis of such visits and on-site observations as an experienced and qualified design professional, Consultant will keep Owner informed of the progress of the Work and will guard Owner against defects and deficiencies in the Work which are the responsibility of the Contractor to prevent and/or cure.
- .2 No approval of any phase of the construction Project by any of the Owner's representatives or observer/inspectors shall relieve the Contractor from full compliance with the Contract Documents regarding the ultimate Work product. Any additional cost, damages, or delays occasioned by patent or latent defects in the Work, and/or failure to meet the requirements of the Contract Documents, at any Project phase, shall be borne by the Contractor.

- .2 PLANS AND SPECIFICATIONS BY SAWS ENGINEER - The Contractor shall provide sufficient, safe and proper facilities at all reasonable times for the observation/inspection of the Work by the duly authorized representative of the Owner. The Engineer will make visits to the site at intervals appropriate to the various stages of construction to observe the progress of the executed Work and to determine if the Work is proceeding in accordance with the Contract Documents.

- .1 No approval of any phase of the construction Project by any of the Owner's observer and/or inspectors shall relieve the Contractor from full compliance with the Contract Documents regarding the ultimate Work product. Any additional cost, damages, or delays occasioned by patent or latent defects in the Work, and/or failure to meet the requirements of the Contract Documents, at any Project phase, shall be borne by the Contractor.

- 4.3 ASSIGNMENTS AND SUBLETTING - Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, or any portion thereof, or any right, title or interest in, to or under the same, without the previous written consent of the Owner. Contractor shall not assign by power of attorney or otherwise any of the monies or other considerations to become due and payable by the Owner under this Contract, without the previous written consent of the Owner. The Contractor shall notify the Owner, by written notification by certified mail to the Owner, that such assignment, transfer, conveyance or subletting, or other disposition of this Contract or any portion thereof, or any right, title or interest, in, to or under the same, is contemplated. If the Contractor does not receive written approval of such contemplated action from the Owner within thirty days of receipt of such initial request by the Contractor, such contemplated assignment, transfer, conveyance or subletting, or other disposition of this contract or any portion thereof, or any right, title or interest in, to, or under the same, shall be deemed disapproved. In no event shall the Owner be liable in excess of the consideration of this Contract in the case of any such assignment, transfer, conveyance or subletting of the Work or performance which is subject hereof.

- .1 The Owner reserves the right to withhold any monthly payment hereafter provided for in the event of an assignment or subletting of a portion of the work without the previous consent and knowledge of the Owner and by reserving such right, the Owner shall not be deemed to have waived its right to declare a full breach of this Contract for Contractor's failure to comply with provisions hereof, such remedy being alternative only and exercisable at the option of the Owner.

4.4 SUBCONTRACTORS - The Contractor shall upon executing the Contract, notify the Owner in writing of the names of all proposed first tier Subcontractors for the Work. This should include the SMWBs identified in the Good Faith Effort Plan.

- .1 SUBCONTRACTUAL RELATIONS - By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner. Said agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this paragraph and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractor.

4.5 SEPARATE CONTRACTS

- .1 The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his Work with their work.
- .2 When separate Contracts are awarded for different portions of the Project, "the Contractor" in the Contract Documents in each case shall be the Contractor who executes each separate Contract. This Contractor shall properly connect and coordinate his Work with the work of other Contractors. If any part of this Contractor's Work depends for proper execution or proper results on the work of any other separate Contractor, this Contractor shall inspect and promptly report in writing to the Consultant and SAWS COI any discrepancies or defects he may find in the work of any separate Contractor that render it unsuitable to achieve proper connection, execution and results. Failure of this Contractor to so inspect and report obvious discrepancies or defects shall constitute an acceptance of the other Contractor's work as fit and proper to receive this Contractor's Work, except as to defects which may develop in the other separate contractor's work after the execution of this Contractor's work.
- .3 Any other provision contained herein notwithstanding, should this Contractor negligently cause damage to the work or property of any separate Contractor on the Project, this Contractor shall, upon due notice, endeavor to settle with such other Contractor by agreement. A reciprocal clause shall be placed in the Contract Documents between the SAWS and the separate Contractor if involving other SAWS work. If such separate Contractor sues the SAWS and/or its agents on account of any damage alleged to have been so sustained, the SAWS and/or its agents shall notify this Contractor who shall defend the SAWS and/or its agents' interests and Contractor's own interests in such proceedings and pay all attorney fees, and costs in connection therewith, and if any judgment against the SAWS results there from, this Contractor shall pay or satisfy that judgment.

4.6 CONTRACT TERMINATION

- .1 TERMINATION BY CONTRACTOR - If the Work is stopped by SAWS for a period of ninety (90) consecutive days under an order of any court or other public authority having jurisdiction, or as a result of an act of a higher governmental authority, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a Contract with the Contractor, then the Contractor may upon ten (10) additional days written notice after first providing a complete and detailed written explanation of the event that constitutes an allowable termination under this provision to SAWS and the Consultant, at which

time SAWS will promptly provide a written determination whether in its sole discretion the event detailed by the Contractor constitutes an acceptable Contract termination event, pursuant to this provision; then the Contractor may terminate the Contract and recover from the Owner payment for all Work performed as of the date that Contractor gives written notice of termination pursuant to this paragraph. Owner shall not be liable for the payment of any lost or anticipated profit on Work not performed or for any consequential damages on termination of this Contract. If the Work is recommenced during the ten (10) day notice period, the Contractor may not terminate the Contract.

- .2 TERMINATION BY OWNER - If the Contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, without the consent of the SAWS or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction pertaining to the Work, or otherwise is guilty of a substantial violation of a provision of the Contract Documents warranting Owner default of Contractor, then the Owner may, without prejudice to any right or remedy and after giving the Contractor and Contractor's Surety, if any, ten (10) days written notice, terminate the employment of the Contractor and/or take possession of the site and of all materials, and may upon order of a court of competent jurisdiction take possession of equipment, tools, construction equipment and machinery thereon owned by the Contractor. Should the Surety fail to pursue completion of the Work with reasonable speed, the Owner may arrange for completion of the Work and deduct the cost thereof from the unpaid Contract sum remaining, including the cost of additional Owner administration and Consultant services made necessary by such default or neglect, in which event no further payment shall then be made by the Owner until all Cost of completing the Work shall have been paid. If the unpaid balance of the Contract sum exceeds all the costs of finishing the Work, including direct and indirect consequential costs, attorney's fees and compensation for the Consultant's additional services made necessary thereby, such excess sum shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor or his surety shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract
- .1 TERMINATION FOR CONVENIENCE - The right to terminate this Contract for the convenience of Owner (including, but not limited to, non-appropriation of funding) expressly is retained by Owner. In the event of a termination for convenience by Owner, Owner shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Owner, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the Project site or away from the Project site, as approved in writing by Owner but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Owner in connection with the Work in place which is completed as of the date of termination by Owner and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Work not performed or for consequential damages of any kind.
- .2 In the event that Owner shall be prevented from completing performance of its obligations under this Contract by an act of God or other occurrence whatsoever which is beyond the control of Owner, then Owner shall be excused from any further performance of its obligation and undertakings.
- .3 Contractor may not recover from Owner any lost or anticipated profit on Work not performed or consequential damages of any kind on or for termination of this Contract by Owner or Contractor or for any breach of this Contract by Owner.

#### 4.7 CONTRACTOR BID SUSPENSION POLICY

- .1 INTRODUCTION - SAWS through its Board of Trustees routinely contracts with private businesses to build, maintain and repair SAWS structures, vehicles, equipment, property and other assets. SAWS desires to receive quality service and performance at a fair price for each construction services, material, supply, and equipment Contract awarded under Section V of SAWS Purchasing and Contracting Policy.

On occasion, SAWS finds that the quality of service or performance required by the Contract Documents is not provided. Therefore SAWS requires a policy and a process to address nonperformance by contractors and, if necessary, to suspend certain contractors from further contract awards for a period of time.

The purpose of this policy is to establish a procedural framework to suspend a contractor from consideration for award of future Contracts with SAWS, based on a determination that the Contractor has not met the performance standards as outlined in Article 4.7.4, Reasons for Contractor Suspension.

Staff will implement procedures consistent with this Article 4.7 to address service quality and performance issues. These procedures will include adequate safeguards, reviews and appeals to insure that Contractors being considered for suspension are provided ample opportunity for discussion, communication, and corrective actions prior to being suspended.

The term "Contractor" as used in this Article herein means a construction Contractor, subcontractor, vendor, supplier, materialman and any other person or entity supplying labor and/or material to SAWS on a contract basis.

"SAWS Management Officials" means SAWS personnel who are at the Manager level or above and who are involved in the supervision, review or acceptance of services, work or materials provided by Contractors under Contract with SAWS.

Any provision contained herein notwithstanding, SAWS reserves the right to not award a Contract to any Contractor who SAWS determines has failed to perform work to the quality of satisfaction required by SAWS and is therefore not a responsible bidder. In cases where SAWS determines that a Contractor is not a responsible bidder on a Contract due to Contractor's failure to provide quality and satisfactory work, SAWS will first give notice to the Contractor, prior to making the ultimate determination as to Contractor being a non-responsive bidder, of the reasons for SAWS determination. The Contractor will then have an opportunity to respond to SAWS determination. At that time SAWS shall in its sole discretion make a final determination, as to whether Contractor is a responsible bidder on a given Contract.

- .2 CREATION OF CONTRACTING COMMITTEE - There shall be a standing Contracting Committee comprised of SAWS staff appointed by the President/Chief Executive Officer of SAWS. At least one Committee member will be a Vice President of SAWS and all other Committee members will be Managers or higher. The members of the Committee hearing the complaint will be SAWS Management Officials not directly involved with the Contractor being considered for bid suspension. If a standing Contracting Committee member has been involved in the day-to-day administration or supervision of a Contract with a Contractor being reviewed by the Committee, such Committee member will not serve on the Committee with regard to a complaint or appeal affecting that Contractor. The President/CEO may either appoint a substitute or the Committee may proceed with fewer members, but in no event will there be less than three members available at any Committee meeting to hear information presented.
- .3 ADMINISTRATIVE PROCEDURES - Subject to applicable laws, regulations and this policy, SAWS legal department will develop the Administrative and Operational Procedures for Contractor Bid Suspension Hearings and Appeals as outlined in "**Exhibit B**" of these General Conditions. The Contracting Committee may recommend changes to the Administrative and Operational Procedures. Changes to the Administrative and Operational Procedures must be approved by the President/CEO.

.4 REASONS FOR CONTRACTOR SUSPENSION:

The Contracting Committee may suspend a Contractor for any of the following reasons:

- .1 Contractor's failure to satisfy Contract obligations;
- .2 Contractor's unsatisfactory safety performance;
- .3 Contractor's failure to meet schedules or deadlines established in a Contract with SAWS;
- .4 Contractor's failure to meet specifications or plan requirements;
- .5 Contractor's failure to staff a project as specified in Contract Documents;
- .6 Contractor's provision of inaccurate information in bid documents;
- .7 Contractor's failure to provide change order documentation specified in Contract Documents;
- .8 Contractor's failure to comply with warranty obligations;
- .9 Contractor's failure to satisfy all Contract obligations to subcontractors, material men and laborers on SAWS projects as specified in Contract Documents;
- .10 Contractor's failure to correct valid customer or public complaints as provided for in the Contract specifications, city ordinance, or applicable law;
- .11 Conviction of a principal, owner, manager or corporate officer of the Contractor of a criminal offense;
- .12 Relevant documented information from other parties with whom a contractor has contracted which are negative in nature and reflective of any of the foregoing reasons.

.5 COMPLAINT AND HEARING PROCEDURES - A SAWS Management Official may submit a complaint to the Chief Operating Officer recommending that a particular Contractor be suspended from consideration for award of Contracts with SAWS. The Chief Operating Officer will determine whether the complaint is in accordance with the Administrative and Operating Procedures. Upon such a determination, the Chief Operating Officer will convene the Contracting Committee in a Hearing on Contractor Bid Suspension. The standing Contracting Committee will consider all relevant information and decide whether the Contractor will be suspended from bidding on SAWS Contracts.

.6 NOTICE OF SUSPENSION BY CONTRACTING COMMITTEE - If the Contracting Committee decides to suspend the Contractor, the Chief Operating Officer will send written notice as described in Article 4.7 Contractor Bid Suspension Policy. This notice will be sent by certified mail, return receipt requested.

.7 SUSPENSION PERIOD - If the Contractor has not been previously suspended pursuant to this policy, the term of the suspension will be for one (1) year from the date of issuance of the notice of suspension.

If the Contractor has been previously suspended pursuant to this policy, the term of the suspension will be for two (2) years from the date of issuance of the notice of suspension.

.8 APPEALS PROCESS - The Contractor may request review of the decision by the President/Chief Executive Officer of SAWS by filing a written request for review with the President/CEO within ten (10) days of the date of the notice of the result of the appeal hearing. The suspension will stay in effect throughout the appeal process.

.9 SEVERABILITY - Should any section, part, paragraph, sentence, phrase, clause or word of this policy, for any reason, be held illegal, inoperative or invalid, or if any exception to or limitation



upon any general provision herein contained be held to be unconstitutional or invalid or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted without the portion held to be unconstitutional or invalid or ineffective.

- .10 ADMINISTRATIVE LIABILITY - No officer, attorney, agent or employee of SAWS renders himself or herself personally liable for any damage that may accrue to persons or property as a result of any act required or permitted and performed in good faith in the discharge of his or her duties under this policy so long as such officer, attorney, agent or employee is acting within the scope of his or her official capacity. Any suit brought against an officer, attorney, agent or employee of SAWS acting within his or her official capacity and scope, as a result of any act required or permitted and performed in good faith in the discharge of duties under this policy, will be defended by SAWS legal counsel until the final determination of the proceeding therein.

#### 4.8 SUSPENSION OF WORK BY OWNER

- .1 The Owner may suspend said Work either partially or totally by his written order whenever in his opinion the interests of SAWS require the suspension of such Work. In the event that the Owner suspends Project Work, the Contractor hereby acknowledges and agrees that so long as the total suspension(s) is (are) for a period not to exceed ten (10) cumulative days accruing throughout the entire Contract Time, that the Contractor is not entitled to request a negotiated adjustment of the Contract Sum nor an extension of the Contract Time. Such right to suspend Project Work for periods not to exceed ten (10) cumulative days accruing throughout the entire Contract Time without compensation to the Contractor, is expressly reserved by SAWS.
- .2 Any total suspension of Project Work by the Owner that extends beyond ten (10) cumulative days accrued throughout the entire Contract Time, may entitle the Contractor to request either a negotiated adjustment of Contract Sum or an extension of Contract Time, or both, as directly attributable to such extended total suspension of Project Work, Provided:
  - .1 Any equitable extension of the Contract Time shall not exceed the actual delay caused by the temporary suspension, as determined by Owner, and Engineer and or Consultant;
  - .2 Any equitable adjustment to the Contract Sum shall be for the actual, necessary and reasonable costs of properly protecting any Work finished or partially finished during the period of the temporary suspension; provided, however, that no payment of profit and/or overhead shall be allowed on top of these costs; and
  - .3 If it becomes necessary to move equipment from the Project and then return it to the Project when the Work is ordered to be resumed, an equitable adjustment to the Contract Sum for the actual, necessary and reasonable cost of these moves; provided, however, that no adjustment to the Contract Sum shall be due if said equipment is moved to another Project of Owner.
- .3 Any partial suspension of the Work by the Owner that extends beyond the mutually determined point in time when the ten (10) cumulative days accruing throughout the entire Contract Time, are effectively exceeded, may entitle the Contractor to request either a negotiated adjustment of Contract Sum or an extension of Contract Time, or both, as directly attributable to such extended partial suspension of Project Work.
  - .1 In the event that the Owner partially suspends the Work in such a manner that some work is able to continue, the Contractor and SAWS hereby agree to discuss the impact of the partial suspensions upon dependent Contract Work, and to mutually determine when the ten (10) cumulative days accruing throughout the entire Contract Time and expressly reserved by the SAWS without compensation to the Contractor, would effectively be exceeded.
  - .2 The SAWS COI shall have the right to stop the Work whenever such stoppage may be necessary to ensure proper execution of the Contract. Such temporary stoppage shall be followed by a Written Order as outlined in Article 4.8.1

- .4 The Owner and the SAWS COI shall at any time during the Contract Time have the right to suspend or stop the Work under Article 4.8.1 or Article 4.8.3.2 when the SAWS COI or any other authorized representative of the Owner reasonably believes that there exists any dangerous condition, nuisance or safety risk to workers, the general public or property on the site or on property adjacent thereto or otherwise violates a term or condition of the Contract Documents. Notwithstanding the foregoing provisions of Article 4.8, the Contractor shall not be entitled to any adjustment of the Contract Sum or extension of the Contract Time relating to any suspension of the Work by the Owner or the SAWS COI for any reasons under this Article 4.8.4. and the Owner shall have no other liability of any kind to the Contractor with respect to any suspension of the Work for reasons under this Article 4.8.4.
- .5 The Owner and the SAWS COI shall at any time during the Contract Time have the right to suspend or stop the Work under Article 4.8.1 or Article 4.8.3.2 when the SAWS COI or any other authorized representative of the Owner reasonably believes that there exists on the site any environmental condition which could reasonably be expected to result in any liability, costs or expense to the Owner or the Contractor arising under any laws, statutes, ordinances, rules and regulations of any governmental, quasi-governmental or regulatory authority which include but are not limited to the transportation, storage, placement, handling, treatment, discharge, generation, production, removal, or disposal (collectively, "Treatment") of any waste, petroleum product (including without limitation, gasoline and diesel fuel), waste products, or any other substance, the Treatment of which is regulated by any Laws (collectively, "Waste"), or any other environmental condition that would cause the Work to be in violation of any laws, statutes, ordinances, rules and regulations ("Laws") of any governmental, quasi-governmental or regulatory authority . Notwithstanding the foregoing provisions of Article 4.8, the Contractor shall not be entitled to any adjustment of the Contract Sum or extension of the Contract Time relating to any suspension of the Work by the Owner or the SAWS COI for environmental reasons under this Article 4.8.5., and the Owner shall have no other liability of any kind to the Contractor with respect to any suspension of the Work for environmental reasons under this Article 4.8.5. At all times during the performance of the work by the Contractor under this Contract, the Contractor will comply with all Laws. The Contractor agrees to (a) give notice to the owner immediately upon Contractor's acquiring knowledge of the existence of any Waste or other environmental condition on the site with a full description thereof, (b) promptly comply with any Laws applicable to the Contractor or the site requiring the removal, treatment or disposal of such Waste or proper treatment of the environmental condition as required by Law and provide Owner with satisfactory evidence with such compliance and (c) provide Owner within thirty (30) days after demand by Owner with a bond, letter of credit or similar financial assurance evidencing to the Owner's satisfaction that adequate funds are available to pay the costs of removing, treating and disposing of such Waste or proper treatment of the environmental condition as required by Law.
- 4.9 PROTECTION OF PRIVATE PROPERTY - The SAWS has secured right-of-way and easements, as shown on the plans, to be occupied by the finished construction, with only such additional temporary construction easements as shown for use by the Contractor in carrying out his Work. The Contractor shall take proper measures to protect all property within all construction easements, and adjacent or adjoining property which might be injured by any process of construction; and, in case of any injury or damage, he shall restore at his own expense the damaged property to a condition equal to or better than that existing before such injury or damage was done, or he shall make good such injury or damage in a manner acceptable to the owner and/or private or public owner.
- .1 The Contractor shall immediately correct customer complaints for such items as, but not limited to, driveway access, mailboxes, privacy fences, public safety hazards, public nuisances, water and sewer services as directed by the SAWS COI.
- .2 The Contractor shall not, except upon procuring written consent from proper private parties, enter or occupy with men, tools, materials, or equipment, any privately owned land except for those on easements provided herein by SAWS. Contractor must submit a copy of the easement agreement to SAWS.
- .3 No permit shall be removed outside the permanent easement, except where expressly authorized in writing by the Owner and City of San Antonio. Any tree not authorized for removal shall be adequately protected against damage from construction operations. Contractor shall be

responsible for any damage, destruction or other harm including but not limited to all costs, fees, or other expenses attributable thereto, caused to trees not authorized for removal that is due to arise out of Contractor's Work at the Project.

**ARTICLE V. CONTRACT RESPONSIBILITIES:**

- 5.1 OWNER-CONTRACTOR OBLIGATIONS - The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the prior written consent of the Owner, nor shall the Contractor assign any monies due or to become due to him hereunder, without the prior written consent of the Owner and in the manner established in Article 4.3 herein.
- 5.2 OWNER'S RESPONSIBILITY - Projects Contracted through other outside entities and containing utility work by SAWS shall be managed by the other entity with support by SAWS personnel. Contractor shall report directly to the other entity. Utility projects contracted through SAWS, which contain secondary street work, shall be managed by SAWS with support by other entity personnel. Contractor shall report directly to SAWS.
- .1 The design of this Project was performed by a professionally licensed Engineer who is an authorized representative of the Owner, who will exercise the authority and functions of the Owner as the project Consultant in the following respects:
- .1 Provide Contractor with benchmarks.
  - .2 Checking of shop drawings furnished by the Contractor in compliance with Article 5.12 herein.
  - .3 Consultation and advice during construction and rendering those decisions requiring interpretation of the Plans and Specifications.
  - .4 Make visits to the Site at intervals appropriate to the various stages of construction operations to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, and to endeavor to guard the Owner against defects and the Work.
  - .5 Assist in the Substantial Completion inspection.
  - .6 Assist in the final inspection.
  - .7 Assist in the preparation of the monthly and final quantity and pay estimates.
  - .8 Any terms and conditions of the consultant's Contract with the Owner shall be cumulative of the above.
- .2 Unless otherwise provided or ordered, all resident observation and inspection on all SAWS contracted projects will be performed by the SAWS COI, who will exercise the authority and functions of the Owner in the following respects:
- .1 Review laboratory, mill and shop tests of materials and equipment for general compliance with the Plans and Specifications.
  - .2 Observation and inspection of the authorized Work, and administration for the Owner, and review of all Work performed for general compliance with the Plans and Specifications.
  - .3 Stop the Work or any portion of the Work if Contractor fails to carry out the Work in accordance with the Contract, or fails to correct Work which is not in accordance with requirements of the Contract. However, the right of the SAWS to stop the Work as provided for in Article 4.8, will not give rise to a Claim for delay or to a duty on the part

of the SAWS to exercise this right for the benefit of Contractor or any other person or entity. SAWS will provide the Contractor with a written explanation and detail for the stoppage of work.

- .4 Review monthly and final quantity and pay estimates.
  - .5 Conduct substantial completion observation and inspection.
  - .6 Conduct final observation and inspection.
  - .7 Determine acceptability of the finally completed Work.
- .3 Quality Assurance Random sampling and testing of materials, inspection of laboratory testing processes and procedures for Quality Assurance purposes beyond those required to be performed at the expense of the Contractor under their Quality Control program in full compliance with 5.3 herein, may be performed by SAWS, at the expense of SAWS, in a certified commercial testing laboratory approved and designated by SAWS. The Contractor at their expense shall furnish assistance in obtaining and providing samples for SAWS Quality Assurance purposes.

### 5.3 CONTRACTOR'S RESPONSIBILITIES

- .1 Quality Control - The Contractor agrees and understands that the Contractor is responsible for performing Quality Control inspection and testing services to assure Project compliance with Contract Documents. Sampling and testing of materials, laboratory inspection of materials and processes for quality control purposes shall be performed at the expense of the Contractor or Supplier by an independent commercial laboratory approved by the SAWS COI. All test reports and shop drawings shall be signed and sealed by a Texas Registered Professional Engineer and submitted to the SAWS COI. All structural members shall be marked or stamped individually with an identifying number for the purpose of cross-referencing all reports. All test reports and vendors' certifications for materials incorporated into the project shall be submitted in accordance to the latest revision of the International Building Code, as required by City Building Permit, with sufficient time in advance as to allow the Owner, Owner's representative, Consultant, Owner's Third Party Inspection Agency and City Building Officials to review and approve materials, installation and placement prior to next stage of the project. Approval does not constitute or relieve the Contractor's obligation under this contract to fully comply with the specifications and building permit requirements.
- .2 The Contractor shall supervise and direct the Work using the best skill and attention. Any provision contained herein notwithstanding, the Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for the implementation of safety precautions and for coordinating all portions of the Work under this Contract.
- .3 The Contractor shall give the SAWS COI reasonable advanced notice of the readiness of any Work for observation/inspection, and when practicable, twenty-four (24) hours notice. If any underground Work is performed without the proper prior notification to the COI, it shall be uncovered for observation/inspection and properly restored at the Contractor's expense.
- .4 If the Contractor, in the course of the Work, finds any discrepancies between the Plans and the physical conditions of the locality, or any errors or omissions in the Plans or the layout as given by survey points and instructions, he shall immediately inform the SAWS COI and Consultant, with a RFI, and the Consultant and/or Engineer shall promptly investigate the same. Any Work impacted by the discrepancy performed by Contractor after such discovery, until authorized, will be done at the Contractor's risk and/or expense.
- .5 Contractor's Risk and Inventory - Contractor shall be responsible for the complete, timely, performance of the Work under this Contract and compliance with the Contract Documents. Contractor shall be responsible for the safe storage and inventory control of all materials paid by SAWS as "materials on site", on the project site and/or within off site bonded/insured storage facilities either owned or leased by the Contractor. Contractor shall allow full access, seven days a week, 24 hours, to storage facilities, whether on site or off site, as requested by SAWS COI. Contractor shall protect materials and Work from all theft, loss, vandalism, or damage from any

cause whatsoever until final Project completion by Contractor and acceptance by Owner; and shall deliver said Work and improvements to the SAWS in a completed and acceptable condition in accordance with the Contract Documents.

- .6 It is the intention of the SAWS to be sensitive to the needs and concerns of the citizenry. It is the Contractor's responsibility to adhere to this policy to the best of his ability. The Contractor, subcontractor and his employees should, whenever possible, address citizen inquiries about the project, provide names and numbers of SAWS personnel, relay citizen complaints, and provide continuous access to the citizen's property.
- .7 Permits - Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, including review fees, inspections, and licenses. Owner shall reasonably assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay any and all charges, fees and costs necessary for obtaining permits for the prosecution of the Work. The contractor shall be responsible for all costs associated with registering with the City of San Antonio Right of Way Office (COSA ROW), applying and obtaining COSA ROW Street cut permit(s) as required for the project and shall keep the permit active during the course of the work. Contractor is also responsible for the initial permit, permit renewals, expedited permits and any and all costs inclusive of but not limited to COSA ROW inspection fees, penalties and/or any and all fees associated with the permit. To register the contractor should contact the COSA ROW office at 210-207-6949.
- .8 Project Sign – Each Project Specification will contain a detailed requirement for Project signage that identifies the site and Work to general citizenry.
- .9 Pre-Construction and Post-Construction Videos – The Contractor shall provide pre-construction videos prior to commencement of the project in accordance with standard specification for construction Item No. 1114, Pre-Construction Videos. The video shall identify the condition of all existing surface features within the project limits. The Contractor shall submit two copies of the completed video prior to request for mobilization. The Contractor shall also submit two copies of the completed post-construction video of all surface features within the project limits within ten (10) days following the date of substantial completion.
- .10 Large Water Main Shut Downs: Projects that include a Large Water Main (16-inches and larger), will require advance coordination from the Contractor with Owner, with a minimum of two weeks' notice to Owner prior to the desired shut down date. The Contractor is to have all material and equipment on site and have the necessary prep work done in order to minimize the shutdown period required for the tie in Work. Mains Larger than 16-inches that will be required to be shutdown throughout the year may (as solely determined by Owner) require a temporary water main, valves and other appurtenances to keep the water main in service. The size of the temporary water main will be determined by Owner and shown on the plans by the Consultant or as Directed by Owner.
- .11 Water and Sewer Service to Customers – the Contractor shall maintain uninterrupted service to SAWS customers at all times.
- .12 Contractor will abide by all applicable policies and regulations of Owner with respect to conduct, including smoking, parking of vehicles, security regulations and entry to adjacent facilities owned by the Owner.
- .13 Independent Contractor - In performing the Work under this Contract, the relationship between Owner and Contractor is that of an independent Contractor. Contractor shall exercise independent judgment in performing the Work and solely is responsible for setting working hours, scheduling and/or prioritizing the Work flow and determining the means and methods of performing the Work, subject only to the requirements of the Contract Documents. No term or provision of this Contract shall be construed as making Contractor an agent, servant or employee of Owner or making Contractor or any of Contractor's employees, agents or servants eligible for the fringe benefits, such as retirement, insurance and worker's compensation which Owner provides to its employees.

5.4 SUPERINTENDENT - The Contractor shall keep on-site for the Project during its progress a competent Superintendent, able to communicate fluently in English, and any necessary assistants, all satisfactory to the Owner. A Superintendent shall be identified in writing to the Owner at the pre-construction meeting. The Superintendent shall represent the Contractor and all directions given to the Superintendent shall be binding on the Contractor. Oral directions from the SAWS representatives involving critical situations or Work elements shall be immediately (as may be reasonable under the circumstances and in accordance with the Contract Documents), confirmed in writing by Owner to the Contractor. The Contractor's Superintendent shall provide full-time on-site supervision to any Work ongoing at the site by its own forces or subcontractors, using the best industry skill and attention. The Contractor's Superintendent shall not be replaced without first providing written notice to the Owner. The written notice provided to the Owner shall contain the credentials for their proposed replacement Superintendent. The Owner will review the credentials supplied and if in the Owners discretion they are appropriate for the work, approve the proposed replacement Superintendent. The Superintendent may not be employed on any other project prior to Final Completion of the Work, without the approval of the Owner, which approval will not be unreasonably withheld.

5.5 INCIDENTAL WORK, CONNECTIONS AND PASSAGEWAYS - The Contractor shall perform all incidental Work necessary to complete this Contract, including, but not by way of limitation, the following: Contractor shall make and provide all suitable reconnections with existing improvements as are necessarily incidental to the proper completion of the Project; Contractor shall provide passageways or leave open such thoroughfares in the Work area as may be reasonably required by SAWS and shall protect and guard same at Contractor's own risk, and shall continuously maintain the Work area in a clean, safe and workmanlike manner.

5.6 CONDITIONS AT SITE

.1 Contractor declares that prior to the submission of the Bid Proposal on this Contract, the Contractor has thoroughly examined the location(s) of the Work to be performed, has become familiar through their own investigation with any and all conditions, including but not limited to typical local geophysical conditions at or near this Project, and has read and has thoroughly understood the "Contract Documents" and any other document made available prior to the bid opening, as they may relate to the physical conditions prevalent or likely to be encountered in the performance of the Work at such location(s). Any testing, boring, soil profiles and water elevations shown on Contract Documents, or otherwise provided, were obtained solely for the use of SAWS in the preparations of its plans and the Contractor is cautioned, and SAWS MAKES NO WARRANTY OR REPRESENTATION, AS REGARDING THE ACCURACY OF SUCH DATA AND THE CONTRACTOR SHOULD MAKE NO RELIANCE THEREON IN DETERMINING CONTRACTOR'S MEANS AND METHODS OF CONSTRUCTION. Contractor, by the performance of the above, hereby generally acknowledges that such "Contract Documents" are not obviously deficient and will enable the Contractor to accomplish the proper performance of the Work at the Project site.

.2 The Contractor shall immediately, and before such discovered conditions and/or structures are disturbed, notify the Owner with a RFI of (1) subsurface or latent physical and/or structural conditions at the site differing materially from those indicated in the Plans, Specifications, and other Contract Documents or (2) newly discovered, unknown physical conditions at the site of an unusual nature differing materially from those geophysical conditions typically encountered in the type Work being performed and generally being recognized as not indigenous to the Texas environs and are not indicative of otherwise disclaimed in the plans, Specifications, and Contract Documents. The Owner, or designated representative, shall promptly investigate the reported physical and/or structural conditions, and shall determine whether or not the physical and/or structural conditions do materially so differ and whether they cause an increase or decrease in the Contractor's cost of, and/or the time required for performance of any part of the Work under this Contract. In the event that the Owner in its reasonable determination finds that the physical and/or structural conditions do materially so differ from the provisions of the Contract Documents, a negotiated, equitable, adjustment may be made to either the Contract Time or Contract Sum, or both as in the Owner's determination is reasonable, and a Contract Change Order shall be issued in writing accordingly.

- .1 No claim of the Contractor under this Article shall be allowed unless the Contractor has given the written notice called for above, prior to disturbing the discovered conditions and/or structures.
- .2 Any other provision contained herein notwithstanding, no claim by the Contractor for an equitable adjustment to the Contract Time or Contract Sum, or both, shall be allowed if claimed by the Contractor after Final Payment as defined in Article 7.3 herein has been made by the SAWS to the Contractor under the terms of this Contract.

5.7 CONTRACTOR'S STANDARD COMMERCIAL INSURANCE SPECIFICATIONS AND CERTIFICATE OF LIABILITY INSURANCE REQUIREMENTS

.1 Commercial Insurance Specifications ("Insurance Specifications"):

.1 Commencing on the date of this Contract, the Contractor shall, at his own expense, purchase, maintain and keep in force such lines of insurance coverage as will protect him and the San Antonio Water System ("SAWS") and the City of San Antonio ("the City") and their employees and agents from claims, which may arise out of or result from his operations under this Contract, whether such operations are by himself, by any sub-contractor, supplier or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, including, without limitation, the following lines of insurance coverage:

- .1 Workers' Compensation (WC) insurance that will protect the Contractor, SAWS and the City from claims under statutory Workers' Compensation laws, disability laws or such other employee benefit laws and that will fulfill the requirements of the jurisdiction in which the work is to be performed.

This line of insurance coverage shall be endorsed to provide a Waiver of Subrogation in favor of SAWS and the City of San Antonio with respect to both this insurance coverage and the Employers' Liability (EL) insurance (as specified immediately below in Article 1.1.2).

- .2 Employers' Liability (EL) insurance (Part 2 under the standard Workers' Compensation insurance policy) that will protect the Contractor, SAWS and the City for damages because of bodily injury, sickness, disease of vendor's employees apart from that imposed by Workers' Compensation laws.

The EL line of insurance coverage shall have minimum policy limits of liability of not less than:

\$1,000,000.00 Bodily Injury by Accident  
 \$1,000,000.00 Bodily Injury by Disease - Each Employee  
 \$1,000,000.00 Bodily Injury by Disease - Policy Limit

- .3 Commercial General Liability (CGL) insurance that will protect the Contractor, SAWS and the City from claims for damages because of bodily injury, personal injury, sickness, disease or death and insurance that will protect the Contractor, SAWS and the City from claims for damages to or destruction of tangible property of others, including loss of use thereof.

This line of insurance coverage shall:

- Cover independent Contractors;
- Not include any exclusions relating to blasting, explosion, collapse of buildings or damage to underground property;
- The GENERAL AGGREGATE limit shall apply per Project;

- Afford coverage for Products Liability and/or Completed Operations and, Contractual Liability.

The minimum policy limits of liability for this line of insurance coverage shall be:

\$1,000,000.00 Occurrence Limit  
 \$2,000,000.00 General Aggregate  
 \$2,000,000.00 Products/Completed Operations Aggregate  
 \$1,000,000.00 Personal and Advertising Injury  
 \$1,000,000.00 Contractual Liability

This line of insurance coverage shall be endorsed:

- Additional Insured - The Commercial General Liability policy shall be endorsed naming the SAWS and the City of San Antonio as an Additional Insured for both ongoing and completed operations, and
- Waiver of Subrogation - The Commercial General Liability policy shall be endorsed with the Waiver of Subrogation in favor of SAWS and the City of San Antonio.

OR

- .4 Owner and Contractor Protective Liability (OCP) Insurance policy which insures SAWS and the CITY and their agents and employees with the same coverage specified in Article 5.7.1.1.3 above unless the CGL policy specified in Article 5.7.1.1.3 above includes the Endorsement CG2503 - per project general aggregate limit applies.
- .5 Commercial/Business Automobile Liability (AL) insurance that will protect the Contractor, SAWS and the City from claims for damages arising out of the maintenance, operation, or use of any owned, non-owned or hired vehicles.

Minimum policy limits of liability for this line of insurance coverage for bodily injury and property damage combined shall be not less than \$1,000,000.00 per each occurrence.

This line of insurance coverage shall be endorsed:

- Additional Insured - The Commercial/Business Automobile Liability policy shall be endorsed naming the SAWS and the City of San Antonio as an Additional Insured; and
  - Waiver of Subrogation - The Commercial/Business Automobile Liability policy shall be endorsed with the Waiver of Subrogation in favor of SAWS and the City of San Antonio.
- .6 Excess/Umbrella Liability (UL) insurance shall have minimum policy limits of \$2,000,000 per occurrence and \$2,000,000 in the aggregate. This policy shall be of an "Occurrence" type and the limit of liability shall be concurrent with (following form) and in excess of the EL, CGL, and AL lines of insurance coverage as described in Articles 5.7.1.1.2, 5.7.1.1.3, and 5.7.1.1.5 listed above.

NOTE - For the Excess/Umbrella Liability policy, describe in the Description of Operations section of the Certificate of Liability Insurance ("Certificate"), the coverage form under which this line of coverage is written – either:

- Umbrella liability form; or



- Excess Liability form.

This line of insurance coverage shall be endorsed:

- Additional Insured - The Commercial General Liability policy shall be endorsed naming the SAWS and the City of San Antonio as an Additional Insured for both ongoing and completed operations.
- Waiver of Subrogation - The Commercial General Liability policy shall be endorsed with the Waiver of Subrogation in favor of SAWS and the City of San Antonio.

- .7 Contractor's Pollution Liability Insurance with limits of \$2,000,000 per claim/occurrence/\$2,000,000 in the aggregate.

The policy shall provide either a "claims made" or an "occurrence based" coverage for all claims, liabilities, damages, costs, fees, and expenses of any kind or character arising out of any Pollution Condition(s) (as defined below) that is in any way related to Contractor's operations, actions or inactions, and completed operations associated with any work performed by Contractor, its subcontractors, or any of their respective employees, agents, representatives, or officers under this Contract.

If the Policy is "claims made" based, coverage must be maintained for a minimum of twenty-four (24) months after the date that a Conditional Letter of Acceptance is issued, or if the Contract is terminated for any reason, for a minimum of twenty-four (24) months following the date of termination.

The "claims made" policy retroactive date will be no later than the Contract effective date or the project commencement date, whichever is earliest.

If the Policy is "occurrence based", no policy retroactive date is required and, the twenty-four (24) months extension of coverage after the date that a Certificate of Completion is issued, or if the Contract is terminated for any reason, is not required.

Any exceptions to the above cited coverage forms must be reviewed and approved by SAWS Risk Manager.

Pollution Condition(s) means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, sewage, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.

The Contractor's Pollution Liability Insurance will pay on behalf of the Contractor, SAWS and the City all claims, demands, damages, liabilities, costs, fees, and expenses of any kind or character for bodily injury or death, property damage, environmental or natural resource damage, and any fines, fees, assessments or penalties of any kind assessed by any governmental department, agency or commission that result from or are related to a Pollution Condition(s). Coverage will include all subcontractors hired by Contractor to perform any work on the Project or under this Contract.

The policy shall also include the following coverage provisions:

- .1 Provide for bodily injury to include physical injury, sickness, disease, mental anguish and emotional distress sustained by any person, including death;

- .2 All costs that are related to or that arise out of or from the investigation or adjustment of any claim or in connection with any court, arbitration, mediation, state administrative hearing, or other proceeding of any kind, including attorneys fees, expert witness fees, costs, charges and expenses of any kind or character, that arise out of or that are related to a Pollution Condition(s);
- .3 Coverage shall be Primary and in addition to any other valid and collectible insurance carried by SAWS and the CITY as respects to this Contract;
- .4 Coverage for Natural Resource Damages and any fines, fees penalties or assessments by any governmental agency, commission or department related to any Pollution Condition(s);
- .5 Insured versus Insured exclusion, if found in the policy, shall not apply to a claim by an Insured who qualifies as a Client of the Named Insured under the policy;
- .6 If Non-Owned Disposal sites are used for disposal of wastes, these sites shall be specifically included under the Contractors Pollution Liability Insurance policy; and
- .7 Coverage for punitive, exemplary, and multiple damages.

Commercial/Business Automobile Liability policy of the CONTRACTOR hauling excavated spoil shall either be endorsed to provide coverage under the CA-9948 endorsement or the Contractor's Pollution Liability Insurance policy shall be endorsed to provide transportation coverage beyond the boundaries of the job site.

NOTE - For the Contractor's Pollution Liability, declare on the Certificate of Liability Insurance ("Certificate") the coverage form under which this line of insurance is written – either:

- Claims-made form - if the coverage form declared on the Certificate is the Claims-made form, also include on the Certificate the "Retroactive-date" when this line of coverage was first written or started, or the Contract date or the project commencement date, whichever is earliest; or
- Occurrence based form – no additional wording required.

- .8 All Risk Builders' Risk (*if applicable*) - In the event, the project contracted for herein requires the building of structures or facilities used for storage, housing equipment or the occupancy of personnel, the Contractor shall provide Physical Damage Insurance on Builder's Risk Form which insures SAWS and the City for damages to all Property Purchased for, or Assigned to, the Project commencing on the start date through completion. Policy limits shall be in an amount equal to the total construction cost contracted herewith. The policy form shall be an All Risk Builders' Risk form and shall include the flood and earthquake endorsements.
- .2 Contractor shall require all Sub-contractors to carry lines of insurance coverage appropriate to their Scope of Work performed.
  - .3 Contractor agrees that with respect to the above required lines of insurance, all insurance policies are to contain or be endorsed to the extent, not inconsistent with the requirements of the issuing insurance carrier, to provide for an endorsement that the "other insurance" clause shall not apply where SAWS and the City are an Additional Insured shown on the policy if such endorsement is permitted by law and regulations.

- .4 Contractor shall, upon request of SAWS, provide copies of all insurance policies and endorsements required under Contract.
- .5 Contractor is responsible for the deductibles under all lines of insurance coverage required by these Insurance Specifications.
- .6 The stated policy limits of each line of insurance coverage required by these Specifications are MINIMUM ONLY and it shall be the Contractor's responsibility to determine what policy limits are adequate and the length of time each line of insurance coverage shall be maintained; insurance policy limits are not a limit of the Contractor's liability.
- .7 These minimum limits required of each line of insurance coverage may be either basic policy limits of the WC, EL, CGL and AL or any combination of basic limits or umbrella (Umbrella liability form) or excess (Excess Liability form) limits. SAWS acceptance of Certificate(s) that in any respect, do not comply with these Insurance Specifications, does not release the Contractor from compliance herewith.
- .8 Each line of insurance coverage that is required under these Insurance Specifications shall be so written so as to provide SAWS and the City thirty (30) calendar days advance written notice directly of any suspension, cancellation or non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- .9 Within five (5) calendar days of a suspension, cancellation or non-renewal of any required line of insurance coverage, the Contractor shall provide SAWS a replacement Certificate with all applicable endorsements included. SAWS shall have the option to suspend the Contractor's performance should there be a lapse in coverage at any time during this Contract.
- .10 Failure to provide and to maintain the required lines of insurance coverage shall constitute a material breach of this Contract.
- .11 In addition to any other remedies, SAWS may have, upon the Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, SAWS shall have the right to order the Contractor to stop performing services hereunder and/or withhold any payment(s) which become due to the Contractor hereunder until the Contractor demonstrates compliance with the Insurance Specifications hereof.
- .12 Nothing herein contained shall be construed as limiting, in any way, the extent to which the Contractor may be held responsible for payments for damages to persons or property resulting from the Contractor 's or its sub-contractors' performance of the services covered under this Contract.
- .13 It is agreed that the Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by SAWS, the City and their employees and agents for liability arising out of operations under this Contract.
- .14 Contractor agrees that all lines of insurance coverage required by these Insurance Specifications shall be with insurance companies, firms or entities that have an A.M. Best rating of "A- ("A"- minus)" and a Financial Size Category of a "VII" or better. All lines of insurance coverage shall be of an "Occurrence" type except for the Contractor's Pollution Liability line of insurance coverage.

SAWS will accept worker's compensation insurance coverage written by the Texas Workers Compensation Insurance Fund.

- .15 SAWS reserves the right to review the above stated Insurance Specifications during the effective period of this Contract and any extension or renewal hereof and to request modification of lines of insurance coverage and their respective liability limits when deemed necessary and prudent by SAWS' Risk Manager and Legal Department based upon changes

in statutory law, court decisions, or circumstances surrounding this Contract.

In no instance will SAWS and the City allow modification whereupon SAWS and the City may incur increased risk exposure.

.2 Certificate(s) of Liability Insurance (“Certificate”) Requirements

Prior to the commencement of any Services under this Contract and once notified by SAWS Contracting Official that your Company has been selected as the apparent successful Contractor pursuant to a competitive bid selection process, pending Board final approval, and, a request is made for you to submit your Company’s Certificate of Liability Insurance, that Certificate must meet all of the following requirements:

- .1 The Contractor shall have completed by its insurance agent(s), and submitted to SAWS Contracting Department within 5 business days, a Certificate(s) of Liability Insurance (“Certificate(s)”) providing evidence of the lines of insurance coverage pursuant to Articles 5.7.1.1 through 5.7.1.5 above.
- .2 The original Certificate(s) or form must include the agent's original signature, including the signer's company affiliation, mailing address, Office and FAX phone numbers, email address, and contact person’s name; and, be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative in strictly compliance with Articles 5.7.2.1.6 (Certificate Holder) and Articles 5.7.2.1.7 (Distribution of Completed Certificates) below.
- .3 SAWS will not accept Memorandum of Insurance or Binders as proof of insurance.
- .4 SAWS shall have no duty to pay or perform under this construction Contract until such certificate(s) and applicable endorsements have been received, reviewed and deemed 100% compliant with the CONTRACTOR’S STANDARD COMMERCIAL INSURANCE SPECIFICATIONS AND CERTIFICATE OF LIABILITY INSURANCE REQUIREMENTS as contained in the Bid Document by SAWS’ Risk Management/Contract Services Department. No one other than SAWS Risk Manager shall have authority to waive any part of these requirements.
- .5 The SAWS Project/Contract number(s) along with its Project Name must be included in the Description of Operations section located in the bottom half of the standard ACORD Certificate forms.
- .6 Certificate Holder - SAWS shall be shown as the Certificate Holder in the Certificate Holder section located in the bottom half of the standard ACORD Certificate forms and formatted as follows:

San Antonio Water System  
c/o Ebix BPO  
PO Box 100085-ZD  
Ref. # (SAWS Contract/Project #)\*  
Duluth, GA 30096

*\*SAWS Contracting Official will include in the above address, the correct, complete Ref# in the written confirmation of your selection as a CONTRACTOR pending final Board approval.*

DO NOT BEGIN THE DISTRIBUTION OF ANY CERTIFICATE(S) BEFORE RECEIVING AND INSERTING THE COMPLETE REFERENCE NUMBER INTO THE CERTIFICATE HOLDER ADDRESS SHOWN ABOVE.

- .7 Distribution of Completed Certificates - Completed Certificates shall be distributed by the Contractor as follows:

.1 Send Original:

.1 By Mail:

San Antonio Water System  
C/O Ebix BPO  
P.O. Box 100085-ZD  
Ref. # (SAWS Contract/Project #)  
Duluth, GA 30096

.2 By Fax: 1-770-325-6502

.3 By E-Mail: [saws@ebix.com](mailto:saws@ebix.com)

.2 Send Copy to:

San Antonio Water System  
Attention: Contract Administration  
P.O. Box 2449  
San Antonio, TX 78298-2449

.8 Contractor shall be responsible for obtaining Certificates of Insurance from the first tier Sub-contractor, and upon request furnish copies to SAWS.

.3 SURVIVAL

Any and all representations, conditions and warranties made by Contractor under this Contract including, without limitation, the provisions of Articles 5.7.1.1.2, 5.7.1.1.3 and 5.7.1.1.4 of these COMMERCIAL INSURANCE SPECIFICATIONS AND CERTIFICATES OF LIABILITY INSURANCE REQUIREMENTS are of the essence of this Contract and shall survive the execution and delivery of it, and all statements contained in any document required by SAWS whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.

5.8 MATERIALS & WORKMANSHIP

- .1 MATERIALS - Unless otherwise specified, all materials incorporated in the permanent Work shall be new, and both workmanship and materials shall be of good quality in accordance with Specifications. The Contractor shall, if required, furnish satisfactory evidence as to the supply or manufacture, and quality of materials supplied. All materials that come in direct or indirect contact with potable water must conform to ANSI/NSF Standard 60 for direct additives and ANSI/NSF 61 for indirect additives and must be in full compliance with all current regulations of the TCEQ and any other applicable regulatory requirements.
- .2 USE OF MATERIALS WITHIN THE RIGHT-OF-WAY - The Contractor, with the approval of the SAWS COI, may use in the Work any suitable stone, gravel, or sand found in the excavation that otherwise meets or exceeds Contract Specifications. The Contractor shall not over excavate any material from within the right-of-way, which is not within the excavation limits as required under the plans and specifications. Any over excavation will be at the contractor expense. No recycled concrete shall be used.
- .3 SALVAGEABLE MATERIAL - Salvageable material, as stated by the Contract documents, shall remain the property of the Owner and shall be relocated and stored at the job site by the Contractor unless the Contract Document provide for storage elsewhere.
- .4 DISPOSAL OF NON-HAZARDOUS WASTE MATERIAL/SUBSTANCES - The Contractor shall be responsible for disposing of all Non-Hazardous Material as the term is defined in Article I herein including old concrete or any other non-hazardous material which is required to be removed from the project. Such material shall not be deposited in any sanitary sewer, creek, river, watercourse or MS4, (unless a written exception is approved by Owner) as the term is defined herein.

- .5 DISPOSAL OF HAZARDOUS MATERIAL/SUBSTANCES - The Contractor shall be responsible for disposing of all hazardous materials/substances, as that term is defined in Article I herein in accordance with all applicable Federal, State and local laws, rules, regulations or ordinances, and in accordance with any specific instructions set out in the Plans and Specification herein.
- .6 RECLAMATION OF LOW AREAS - The Contractor may undertake the reclamation of low areas with the prior approval of the Owner.
- .7 BLOCKAGE OF THE MS4 - The Contractor shall comply with the provisions of the appropriate City Ordinances. In no event shall the Contractor block any portion of the MS4 with fill. Should any blockage occur the Contractor shall remove such fill, at contractor's expense, as directed by the SAWS COI.
- 5.9 TESTING - The Owner or the Consultant may require special inspection, testing or approval of material or Work for determining compliance with the requirements of the Contract Documents. Upon Owner-authorized direction of the Consultant, the Contractor shall promptly arrange for such special testing, inspection or approval procedure. Should the material or Work fail to comply with the requirements of the Contract Documents, the Contractor shall bear all costs of the special testing, inspection or approval as well as the cost of replacement of any unsatisfactory material or Work as provided by Article 5.10, otherwise, should the Work prove not defective, the Owner shall bear such costs and an appropriate Change Order shall be issued.
- 5.10 REMOVAL OF DEFECTIVE WORK - If any materials furnished under this Contract fails to perform in the manner such material is expected to perform in accordance with intended usage, the Contractor shall proceed to remove from the Project at his sole expense all such materials, whether worked or unworked, and to remove all portions of the condemned Work.
- 5.11 EQUAL MATERIALS - It is not the intent of the Specifications to unreasonably limit materials to the product of any particular manufacturer or supplier. Where definite materials, equipment and/or fixtures have been specified by name, manufacturer or catalog number, it has been done so as to set a definite standard and/or a reference for comparison as to quality, application, physical conformity, and other characteristics. It is not the intention to discriminate against or prevent any dealer, jobber or manufacturer from furnishing materials, equipment, and/or fixtures that meet or exceed the characteristics of the specified items. Unless otherwise provided for in the Specifications, Contractor's substitution of materials, equipment and/or fixtures shall not be made without prior written approval from the Consultant, and the Owner Request for substitutions will not be accepted from anyone except the Contractor, and such requests will not be accepted (if appropriate) until after the Contract has been awarded.
- 5.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
- .1 Shop Drawings, Product Data, Samples and similar submittals are not part of the Contract. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required by the Contract Documents, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
- .2 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Engineer/Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor will be returned by the Engineer/Consultant without action. Contractor shall submit to Engineer/Consultant for review and approval or for other appropriate action, five (5) hard copies and/or electronic copies, if requested by COI, of all Shop Drawings, Product Data, Samples or similar submittals bearing a stamp or specific written indication that Contractor has satisfied the Contractor's responsibilities under the Contract Documents with respect to his review of his submission. All Shop Drawings, Product Data, Samples and similar submittals in regards to Pipeline Projects shall be provided to the Engineer/Consultant during pre-construction meeting.

- .1 By approving and submitting Shop Drawings, Product Data, Samples and similar Submittals, the Contractor represents that the Contractor has determined and verified materials, quantities, specified performance criteria, installation requirements, catalog numbers, field measurements and filed construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- .2 Contractor shall give Engineer/Consultant specific written notice of each variation that the Shop Drawings, Product Data, Samples and similar submittals may have from the requirements of the Contract Documents, and, in addition, shall cause a specific Contractor notation to be made on each Shop Drawing, Product Data, Sample and similar submittals submitted to Consultant for review, approval, or other appropriate action highlighting each such variation.
- .3 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Engineer/Consultant. The Engineer/Consultant will review and return such submittals within twenty (20) calendar days or within a reasonable period so as to not delay the project.
- .4 Engineer/Consultant's review, approval, or other appropriate action regarding Contractor's submissions will be only to check conformity with the design concept of the Project and for compliance with the information contained in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate component item will not indicate approval of the assembly into which the item is functionally integrated. Contractor shall make corrections required by Engineer/Consultant, and shall return the required number of corrected copies of Shop Drawings, Product Data, Samples or similar submittals to the Contractor. Contractor may be required to resubmit as required revised Shop Drawings, Product Data, Samples or similar submittals for further review and approval. Contractor shall direct specific attention in writing to any new revisions not specified by Contractor on previous Contractor submissions.
- .3 The Work shall be in accordance with approved submittals, except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer/Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Engineer/Consultant in writing of such deviation at the time of submittal and (1) the Engineer/Consultant has given written approval regarding the specific deviation as a minor change in the Work, or (2) a Change Order or Field Work Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Engineer/Consultant's approval thereof.
- .4 Where Engineer/Consultant requires by written request an approved Contractor Shop Drawing, Product Data, Sample, or similar submittals any related Work performed by Contractor prior to Consultant's review and approval of the affected submission will be at the sole risk of Contractor.
- .5 The Contractor shall not be required to provide professional services which constitute the practice of architecture or Engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Engineer/Consultant will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Engineer/Consultant. The Owner and the Engineer/Consultant shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Engineer/Consultant have specified to the Contractor all performance and design criteria that such services must satisfy. The Engineer/Consultant will review, approve or take other appropriate action on submittals only for the limited purpose of checking of conformance with information given and the design concept expressed in the Contract Documents.

### 5.13 CONTRACTOR'S WORK PROGRESS SCHEDULE

- .1 The "Work Progress Schedule" and successive updates or revisions thereof are for the Contractor's use in managing the Work. The Work Progress Schedule is for the information of the Owner and to demonstrate that the Contractor has complied with requirements for planning the Work. The Owner's acceptance of a schedule and schedule updates or revisions constitutes the Owner's agreement to coordinate its own activities with the Contractor's activities as shown on the schedule. The Contractor shall provide a Work Progress Schedule to the Owner within ten (10) calendar days after receipt of the Authorization to Proceed.
  - .1 Acceptance of the Work Progress Schedule, or update and/or revision thereto, does not indicate any approval of the Contractor's proposed sequences and duration.
  - .2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute the Owner's consent to any changes, alter the terms of the Contract, waive either the Contractor's responsibility for timely completion, or waive the Owner's right to damages for the Contractor's failure to do so.
- .2 The Contractor's scheduled dates for completion of any activity or of the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the completion date(s) and Contract Times.
- .3 Submittal of a schedule, schedule revision or schedule update constitutes the Contractor's representation to the Owner, as of the date of the submittal; of the accurate depiction of all progress to date and that the Contractor will follow the schedule as submitted in performing the Work.
- .4 The Contractor shall provide a Work Progress Schedule to the Owner within ten (10) calendar days after receipt of the Authorization to Proceed. The schedule shall show the order in which the Contractor proposes to carry out the Work and the anticipated start and completion dates of each phase of the Work.
- .5 The Work Progress Schedule must indicate the times (number of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents or "Hold Points" designated by the Owner during the review process, identify the "Critical Path" for completing the Work, identify when all Subcontractors will be utilized, and take into consideration any limitations on Working Hours. This Work Progress Schedule, a copy of which shall be made available at the job site(s), must contain sufficient detail to indicate that the Contractor has properly identified required Work elements and tasks, has provided for a sufficient and proper workforce and integration of Subcontractors, has provided sufficient resources and has considered the proper sequencing of the Work required to result in a successful Project that can be completed within the Contract time. Contractor's submitted Work schedule shall be in a detailed, precedence-style critical path management Microsoft Project or Primavera format, satisfactory to the Owner and the Engineer/Consultant.
- .6 Schedule Updates - The Work Progress Schedule and the Submittal Schedule shall be updated monthly, as a minimum, to reflect progress to date and current plans for completing the Work. A paper and an electronic copy of the update shall be submitted to the Engineer/Consultant as directed. The Owner has no duty to make progress payments unless accompanied by the updated



Work Progress Schedule. The anticipated date of Substantial Completion shall show all extensions of time granted through Change Order(s) as of the date of the update. The Contractor, after coordination and consultation with the Owner, may revise the Work Progress Schedule logic only with the Owner's concurrence, which will not be unreasonably withheld, when, in the Contractor's judgment, it becomes necessary for the management of the Work. The Contractor shall identify all proposed changes to schedule logic to Owner and to the Engineer/Consultant via an Executive Summary accompanying the updated schedule for review prior to implementation of any revisions. If the Contractor's operations are materially affected by changes in the Plans or in the amount of Work, or if he has failed to comply with the anticipated progress, the Contractor shall submit a revised schedule reflecting the change in progress, within five (5) calendar days of the occurrence of such event. The schedule may also be revised by the Contractor in response to the reasonable request of the Owner.

- .1 Each schedule shall segregate the Work into a sufficient number of activities to facilitate the efficient use of critical path method scheduling by the Contractor, Owner, and Engineer/Consultant. Each schedule activity shall be assigned a cost value consistent with the Schedule of Values so as to allow the Owner and Contractor to project cash flow for the Project.
- .2 Each schedule shall include activities representing manufacturing, fabrication, or ordering lead time for materials, equipment, or other items for which the Engineer/Consultant is required to review submittals, shop drawings, product data, or samples.
- .3 Each schedule, other than the initial schedule, shall indicate the activities, or portions thereof, which have been completed; shall reflect the actual time for completion of such activities; and shall reflect any changes to the sequence or planned duration of all activities.
- .4 If any updated schedule exceeds the time limits set forth in the Contract Documents for Substantial Completion of the Work, the Contractor shall include with the updated schedule a statement of the reasons for the anticipated delay in Substantial Completion of the Work and the Contractor's planned course of action for completing the Work within the time limits set forth in the Contract Documents. If the Contractor asserts that the failure of the Owner or the Engineer/Consultant to provide information to the Contractor is the reason for anticipated delay in completion, the Contractor shall also specify what information is required from the Owner or Engineer/Consultant.
- .5 Neither the Owner nor the Contractor shall have exclusive ownership of float time in the schedule, and all float time (if any) shall inure to the benefit of the project. The Contractor agrees to use its best efforts not to sequence the Work or assign activity duration so as to produce a schedule in which more than one-fourth of the remaining activities have no float time.
- .7 Submission of any schedule under this Contract constitutes a representation by the Contractor that as of the date of the submittal: (1) the schedule represents the sequence in which the Contractor intends to prosecute the remaining Work; (2) the schedule represents the actual sequence and duration used to prosecute the completed Work; (3) that to the best of its knowledge and belief the Contractor is able to complete the remaining Work in the sequence and time indicated; and, (4) that the Contractor intends to complete the remaining work in the sequence and time indicated.
- .8 The Contractor shall submit in conjunction with his monthly request for payment, a copy of the current adjusted Work Progress Schedule showing the progress of the Work to date. If it is determined by Owner that the Contractor is not maintaining his anticipated progress, then the Owner may withhold approval of the monthly progress payment as provided in Article 7.2.

#### 5.14 SEQUENCE OF CONSTRUCTION

- .1 PHASES OF CONSTRUCTION - The Contractor shall perform the Work as provided in the "Special Conditions" or as shown on the Contract Documents. The Contractor may submit to Owner a revised Contractor Phasing Plan prior to start of construction for review and approval by the Owner. If the Owner determines that the revised Contractor's Phasing Plan is not acceptable

as being in the best interest of the Owner, then the Contractor shall proceed with the Work in accordance with the Owner's Phasing Plan at no additional cost to the Owner.

- .2 DETOUR ROUTES - A detour route for through traffic (the means and methods of which as to be determined by the Contractor) must be provided by the contractor where the proposed construction is located within the limits of a street designated as "Collector", "Secondary" or Primary". The detour route must be approved by the ROW owner, such approval to be obtained by Contractor prior to construction. The Contractor shall not begin construction of the Project or close any streets until adequate barricades, detour signs and electronic message boards (if needed) have been provided, erected and maintained in accordance with the detour route and details shown on the Plans or as shown on the approved traffic control plan. The Contractor shall notify the SAWS COI forty-eight (48) hours in advance of closing any street to through traffic. Local traffic shall be permitted the use of streets under construction where feasible.

5.15 CONSTRUCTION STAKES - The Contractor shall hire a licensed surveyor, at his expense, for field staking and any other surveying requirements pertinent to the project.

5.16 PUBLIC UTILITIES

.1 Owner's Responsibility:

1. The Owner shall cause to be sent a set of Plans to utilities listed on the plans. The Owner shall request that the utilities review such Plans and Specifications to determine and/or verify the location of any utilities within the project site. The utility shall further be requested to communicate in writing the results of such review to the Contractor.

.2 Contractor's Responsibility:

- .1 The Contractor is hereby required to become familiar with all the existing utility structures, lines and mains that are known to exist and may be encountered within and/or adjacent to the limits of the work covered by the Contract. While the existence and location of underground utilities indicated on the Plans are taken from the most current utility records available to the Consultant and/or Engineer, the Contractor understands and acknowledges that the notation of such underground utilities on the Plans does not constitute a warranty, representation or guarantee by the Owner or Consultant regarding those Underground Facilities. In addition, Contractor further understands and acknowledges that Owner and Consultant are under no obligation to indicate the location of any private service lines on the Plans.
- .2 The Contractor shall go to the Project site, locate, and verify depth of any utilities indicated on the Plans prior to the Commencement of Work. The Contractor shall further investigate the possible location of any private service lines prior to the Commencement of Work as defined under Article 8. To facilitate this obligation on the part of Contractor, the Contractor shall communicate with the utilities listed on the plans, call for locations and subsequently visit the project site with a qualified utility representative of each utility listed on the plans, prior to the Commencement of Work. The information resulting from such on-site investigations shall govern over the information notated on the Plans, when and if a conflict between such information arises. In the event such investigations on the part of Contractor result in a utility location adjustment, Contractor shall not commence work until the completion of such adjustment has been completed.
- .3 The Contractor acknowledges and agrees that maintaining continuity of utility service to utility customers is critical, including but not limited to the need for temporary water services.
- .4 The Contractor shall be responsible for protecting the integrity of all utilities (public or private) either shown on the Plans or discovered during the Contractor investigations required in Article 5.16.2.2 herein. Such method of protection shall first be reviewed and approved by the affected utility.
- .5 The Contractor shall be responsible for any damages to any utilities (public or private)

either shown on the Plans or discovered during Contractor investigations acquired in Article 5.16.2.2 herein. Any existing utilities shown on the plans or discovered during Contractor investigations set out herein which cannot be relocated shall be protected by the Contractor as part of the original Bid Proposal Price submitted by Contractor. The Contractor shall pay for temporary relocation of utilities for the Contractor's convenience.

- .6 Contractor shall be responsible for damage to utilities not shown on the Plans and not discovered during Contractor's investigations required in Article 5.16.2.2 herein when the existence of such a utility or the suspected existence of such a utility should have been anticipated and investigated by the Contractor, based upon certain physical manifestations observed during the course of construction or other tangible evidence which constitutes common knowledge in the construction industry of the probable existence of a utility. A Contractor shall not be responsible for damages to utilities not shown on the Plans and not discovered during Contractor's investigation required herein when in accordance with the common knowledge in the construction industry; the existence of such utility could not reasonably be anticipated.
  - .3 Temporary clearance of high voltage (600 volts and above) and overhead electrical lines is required prior to the operation of equipment within 10 feet of such lines (Texas Health and Safety Code, sections 752.003 and 752.006). The Contractor shall bear the expense to obtain the necessary temporary clearance from the high voltage line operator or utility company. Temporary clearance shall be a temporary barrier separating and preventing contact of material, equipment, persons, communications with high voltage electrical lines, or temporary de-energization and grounding or temporary relocation, or raising of the lines; as approved by the utility company.
  - .4 In the case of sewer, water, gas, electric, telephone, cablevision cable, or any other utility shown on the Plans and/or discovered during the Contractor's investigations required in Article 5.16.2.2 herein, the Contractor will use care in excavating over, under and around such lines and will provide all necessary temporary bridging during construction so as to maintain continuous service of the utility line. The Contractor shall backfill around the main and complete his construction operations in such a manner as to leave the utility line firmly and securely bedded in its original position without damage to any protective coatings.
  - .5 In instances where gas or water mains are exposed during construction, the utility company owning or operating the service shall be given at least a twenty-four (24) hour notice by the Contractor prior to backfilling in order that the protective coating on the mains may be inspected and/or repaired by utility company.
  - .6 BRACING AND SUPPORTING - In areas where utilities are known to be near the Project site, and could be damaged by soil movement, slips or cave-ins, the Contractor shall take all precautions necessary to protect such utilities from damage and shall pay for the repair of any such damages caused by Contractor's failure to properly protect the utility.
- 5.17 SUBSURFACE CONDITIONS - Reports of explorations and tests of subsurface conditions at the construction site, where applicable, may be available for review. These reports if available were procured by SAWS in order to generally forecast soil conditions at various depths to assist the Consultant in designing the Project. The logs and descriptive data are NOT PART OF THE CONTRACT DOCUMENTS but are made available for the general information of bidders and SAWS SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTY (INCLUDING WITHOUT LIMITATION AND IMPLIED WARRANTIES OF MERCHANTABILITY) OR GUARANTEE AS TO SUITABILITY OF FITNESS OF THE REPORTS, DATA OR INFORMATION FOR ANY PARTICULAR PURPOSE and neither the SAWS nor the Consultant assumes any obligation or responsibility, either specific or implied, for the accuracy or completeness of any information contained therein. Sub-surface conditions along and across the Project site may vary significantly from those shown on the test reports. All excavations shall be unclassified (as provided in the specifications) and shall include all materials encountered regardless of their nature or the manner in which they are removed.

- 5.18 WORKING HOURS - No Work, with the exception of such items as curing of concrete, maintenance of barricades, etc., will be allowed by the Owner between the hours of 5:00 p.m. and 8:00 a.m. of the following day, unless directed by Owner or requested in writing by Contractor and approved by Owner and the ROW Owner. In addition to no work being permitted on Sundays or holidays, no work shall occur on Saturdays without specific, written permission of the Owner's representative forty-eight (48) hours in advance of intent to perform Work.
- 5.19 USE OF STREETS RIGHT OF WAY - The Contractor shall confine the movements of all steel tracked equipment to the limits of the Project and any such equipment will not be allowed to use City, Public or Private streets unless being transported on pneumatic tired vehicles. Any damage to existing City streets caused by the Contractor's equipment shall be repaired by Contractor at his own expense upon direction, and in the manner prescribed by City's or other appropriate entities specifications and the SAWS COI.
- 5.20 DAMAGES TO STREETS caused by the Contractor, within the limits of the Project but not within the current phase being constructed, shall be repaired by the Contractor at his own expense upon direction by the SAWS COI.
- 5.21 DUST CONTROL - The Contractor will apply appropriate amounts of water (or other appropriate substance), to the area under construction and on detours as required to maintain sufficient moisture content in the surface layer for dust control.
- 5.22 SANITARY PROVISIONS - The Contractor shall provide and maintain in a neat, sanitary condition, rest room facilities for the use of his employees and authorized on-site visitors as may be necessary to comply with the requirements and regulations of the City Health Department and of the State Department of Health.
- 5.23 USE OF EXPLOSIVES - the use of explosives of any kind for this project is strictly prohibited.
- 5.24 WATER - the responsibility shall be upon the Contractor to provide and maintain an adequate supply of water for construction and on-site domestic consumption. Any connections and piping that the Contractor deems necessary for providing and maintaining an adequate water supply to the jobsite shall be installed at his expense and at locations approved by the SAWS COI. A fire hydrant meter is required. Before final Project acceptance, all temporary connections and piping installed by the Contractor in accordance with this paragraph shall be removed in a manner satisfactory to the SAWS COI.
- 5.25 ELECTRICITY - All electric current required by the Contractor at the jobsite shall be procured by Contractor. All necessary meters, switches, connections and wiring shall be installed at locations approved by the SAWS COI. Before final acceptance, all meters, switches, connections and wiring installed by the Contractor pursuant to this paragraph shall be removed in a manner satisfactory to the SAWS COI.
- 5.26 CLEANING
- .1 The Contractor shall at all times keep the Project premises safe and free from accumulation of waste materials or rubbish caused by the Work under this Contract. This includes the maintenance of grass, shrubbery, and trees within the ROW.
  - .2 Upon completion of the Work, and prior to the Owner's final inspection, the Contractor shall present the premises in a neat and clean condition, prepared for acceptance by Owner.
  - .3 Prior to final acceptance of the Work, Contractor shall reasonably restore the Project site to its pre-project condition (accounting for such restoration concerns as cosmetic appearance, landscaping, drainage gradients, accessibility, etc.) to the extent permitted by the Project improvements. All of this incidental Work to be performed by Contractor to the satisfaction of the SAWS COI.
- 5.27 ACCESS REQUIREMENTS - The Contractor shall provide access to residents and businesses affected by the construction of this Project to the greatest extent possible.
- 5.28 SAFETY PRECAUTIONS AND PROGRAMS
- .1 In the performance of this Contract the Contractor shall protect the public, SAWS and the City of

San Antonio by taking reasonable precaution to safeguard persons from death or bodily injury and to safeguard property of any nature whatsoever from damage. Where any dangerous condition or nuisance exists in and around construction sites, equipment and supply storage that are in any manner connected with or arise from the performance of this Contract, the Contractor shall provide and maintain reasonable warning of such danger or nuisance. The Contractor shall not create any dangerous condition or nuisance of any nature whatsoever in connection with the performance of this Contract including, but not limited to, excavations and obstructions, unless necessary to its performance, and in that event the Contractor shall provide and maintain at all times a reasonable means of warning of any danger or nuisance so created. The duties of the Contractor in this paragraph shall be nondelegable and the Contractor's compliance with the specific recommendation and requirements of SAWS as to the means of warning shall not excuse the Contractor from the faithful performance of these duties should such recommendations and requirements not be adequate or reasonable under the circumstances. The Contractor shall take reasonable precautions for the safety of and shall provide protection to prevent damage, injury, or loss to:

- .1 All employees on the Work, and all other persons who may reasonably be foreseen to be affected by the Work.
- .2 All the Work and all materials to be incorporated at street crossings, along proposed detour routes, and at material stockpiles. Where directed by the Owner or his duly authorized representative, the Contractor shall provide and maintain suitable warning signs, barricades and lights, in accordance with the details included in the Contract Documents, to direct traffic around the Work in progress and to assure the safety of the public. The Contractor shall provide adequate warning signs, barricades, and lights and, where necessary, flagmen for the Project or portions of the Project within which operations are being prosecuted in any one day or which will be closed overnight.
- .3 Other property at the site or adjacent thereto including but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- .2 The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-596 and all subsequent amendments) and under Section 107 of the Contract Work Hours and Safety Standards Act (Public Law 91-54 and all subsequent amendments). This project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974 and CFR 29, Part 1910 and all subsequent amendments, General Industry Safety and Health Regulations Identified as Applicable to Construction. Contractors shall be knowledgeable with the requirements of these regulations and any amendments thereto.
- .3 On trench excavation that exceeds a depth of five (5) feet, trench excavation protection shall be accomplished as required by the most current provisions of part 1926 subpart P - Excavations, of the Occupational Safety and Health's Standards and interpretations and as further defined in the note(s) on the Plans and other Contract Documents.
- .4 In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor resulting from emergency Work shall be considered by Owner in accordance with Articles VI and VIII for Completion Time.
- .5 The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the Work. Such equipment shall comply with the most current regulations of the Occupational Safety and Health Administration of the United States Department of Labor.
- .6 The Contractor must promptly report in writing to the Owner all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on or adjacent to the site which caused death, personal injury, or property damage, giving full details and any statements of witnesses. In addition, if death, serious injury, or serious damage is caused, the accident then

shall be reported immediately by telephone or messenger to the Owner.

- .7 SAWS requires all Contractor job sites shall be immediately accessible to appropriate local, State and Federal agency safety officials.

## ARTICLE VI. CONTRACT CHANGES:

- 6.1 CHANGE ORDERS - The Contract Sum and/or the Contract Time may be increased or decreased only by written Change Order. A Change Order signed by the Contractor indicates his acceptance and approval thereof including the adjustment in the Contract Sum and/or the Contract Time. Any compensation paid in conjunction with the terms of a Change Order shall comprise the total compensation due the Contractor for the work or the change defined in the Change Order. By signing the Change Order, the Contractor acknowledges that the stipulated compensation includes payment for the Work of Change plus all payment for the interruption of schedules, stop work orders, extended overhead, delay, or any other impact, claim or ripple effect, and by such signing specifically waives any reservation or claim for additional compensation in respect to the subject of the Change Order. Except as modified by Change Order, all Work performed under a Change Order shall be completed in accordance with these Contract Documents. Each Change Order shall be specific and final as to prices and extensions of time with no reservations or other provisions allowing for future additional money or time as a result of the particular changes identified and fully compensated in the change order.
- 6.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract and applicable law consisting of additions, deletions or other revisions and the Contract Sum and/or the Contract Time will be adjusted accordingly. All such changes in the Work shall be authorized by written Change Order and shall be performed by Contractor under the applicable provisions of the Contract Documents as provided herein.
  - .1 MAJOR CHANGES IN THE WORK - any significant change in a Major Bid Item constitutes a major change in the Work and shall be implemented by a Change Order that shall be binding on the Owner and Contractor. A significant change that constitutes a Major Change in the Work shall be defined as follows:
    - .1 An increase or decrease of five percent (5%) or more in the number of units (not price) for a Major Bid Item as included in the Consultant's estimated quantities included in the Bid Documents; or
    - .2 An increase or decrease of five percent (5%) or more in the dollar value of a lump sum, Major Bid Item.
    - .3 Any change in the Contract Sum resulting from a Major Change in the Work, which reflects among other things, quantity changes, market price changes, and any quantity or volume discounts that might apply, shall be determined as specified in Article 6.5.
  - .2 MINOR CHANGES IN THE WORK - The SAWS COI will have authority to order such minor changes in the Work not involving an adjustment in the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be implemented by a written directive (a "Work Change Directive") and shall be binding on the Owner and Contractor. The Contractor shall carry out any written directive promptly.
    - .1 If the Contractor does not agree with the SAWS COI that a Minor Change in the work is minor and will result in no adjustment in Contract Sum or Contract Time, he must so notify the Owner in writing, within seven (7) calendar days of issuance of the written directive and prior to beginning any disputed work. If the Contractor fails to file such written notification as provided for above, he shall waive and forever forfeit his rights to file a claim for additional compensation or Time for the Work under this section.
    - .3 In the event there is a Major Change In The Work as provided for in Article 6.2.1, that causes an increase in the number of units for a Major Bid item, Owner may consider a price increase for the Major Bid item for those additional units. In any event the Contractor shall not be entitled to an adjustment of price due to a decrease in a Major Bid Item.

- 6.3 Contractor proposals, along with the supporting data including impact to the critical path, for the proposals as specified in item 6.5.4 shall be submitted no later than seven (7) calendar days after the owner's issuance of an RFP request by Owner's Representative, unless Owner's Representative grants an extension. Failure of contractor to provide the complete and proper proposal including all support will not be cause for delay or additional time.
- 6.4 The entire cost of extra Work resulting from Change Orders including the incremental cost of extra Work resulting from any prior Change Orders, modifications, or additions so ordered, shall not cumulatively exceed twenty-five percent (25%) of the original Contract Sum, in accordance with Texas Local Government Code, Chapter 252 and provided further that the price is agreed upon in writing by Owner and Contractor before materials are furnished or the Work is done. Contractor shall be responsible for keeping records that track the Contractor's cumulative total for Change Orders and Contractor, by entering this Contract, approves, understands and agrees that no Work is approved, no payment will be made, and no Change Order is authorized, that exceed the statutory limit provided herein and any Work undertaken or performed by the Contractor in excess of this amount is at the Contractors sole risk and expense
- 6.5 Changes or Credits for the Work covered by an approved Change Order shall be determined by one or a combination of the following methods:
- .1 UNIT PRICE - Submitted by the Contractor in the original Contractor Bid Proposal as part of the base bid or as a designated additive or deductive alternate, and if agreed to by the Contractor and the Owner, appropriately adjusted either upward or downward to reflect any increases or decreases in the amount of labor, material or equipment as they relate to Major Bid Items.
  - .2 AGREED CONTRACT CHANGES - Lump Sum Agreement between Owner and Contractor as to the price, quantity and time for changes in the Work. The Contractor shall submit an itemized, estimated cost breakdown together with supporting data. This itemized breakdown shall be in accordance with the requirements established in Article 6.5.4 and 6.5.5.
  - .3 FORCE ACCOUNT - If no Agreed Contract Change or unit price can be reached after good faith negotiations between the SAWS and Contractor, the Owner may direct the Work be performed by the Contractor on a Force Account basis, and payment by the SAWS shall be upon the basis of Actual Cost of the Work as specified in Article 6.5.4 plus the participation allowances as specified in Article 6.5.5.
  - .4 ACTUAL COST OF THE WORK – The “Actual Cost” incurred by the Contractor to perform the additional Work. Contractor shall provide a complete breakdown of the Actual Costs to the Owner on a daily basis as follows:
    - .1 Labor including Foremen
    - .2 Labor burden shall be allowed at a maximum of 35%. Any burden in excess of the percentage shown shall be submitted for review and approval by the Owner and will be subjected to audit.
    - .3 Materials comprising the Work
    - .4 The Contractor's actual incremental ownership or rental cost of equipment during the time of use on the extra Work. (Rental cost shall be based on current Southwest Regional AGC, Association of Equipment Distributors regional computations or equivalent).

For Contractor-owned machinery, trucks, power tools or other equipment, necessary for use on Change Order work, the Rental Rate Blue Book for Construction Equipment (hereafter referred to as “Blue Book”) rate, as modified by the following, will be used to establish Contractor's allowable hourly rental rates. Equipment used shall be at the rates in effect for each section of the Blue Book at the time of use. The following formula shall be used to compute the hourly rates:

$$H = \frac{M \times R1 \times R2}{176} + OP$$

176

Where H = Hourly Rate

M = Monthly Rate

R1 = Rate Adjustment Factor

R2 = Regional Adjustment Factor

OP = Operating Costs

If Contractor-owned machinery and/or equipment is not available and equipment is rented from an outside source, the hourly rate shall be established by dividing the actual invoice cost by the actual number of hours the equipment is involved in the Work. Owner reserves the right to limit the hourly rate to comparable Blue Book rates. When the invoice specifies that the rental rate does not include fuel, lubricants, repairs and servicing, the Blue Book hourly operating cost shall be allowed to be added for each hour the equipment operates. The allowable equipment hourly rates shall be paid for each hour that the equipment is involved in the Work and an additional maximum of fifteen percent (15%) may be added as compensation.

- .5 Power and consumable supplies for the operation of power equipment.
- .6 Insurance and any extra bond premiums shall be allowed at a maximum of two (2%) percent of the total change order cost. Any insurance and extra bond premiums in excess of the percentage shown shall be submitted for review and approval by the Owner and will be subjected to audit.

#### .5 PARTICIPATION ALLOWANCE

- .1 For Contractor's proposals covering both increases and decreases in the amount of the Contract, the application of overhead and profit percentages (as provided in the following tables) shall be on the net increase in the Actual Cost for the Contractor or Subcontractor performing the Work. However, where the Contractor or first tier Subcontractor receives proposals for additive and deductive amounts from separate sub tier subcontractors, the commission shall be allowed on the added amounts prior to subtraction of the credit amounts. The cost of such extra Work shall be added to the Contract Sum by a Written Change Order as specified in Article 6.1. The following tables provide further explanation of the application of the provisions in this Article:



ALLOWABLE MARK UPS	Work performed by PC		Work performed by Sub A		Work performed by Sub B	
	O & P	Comm.	O & P	Comm.	O & P	Comm.
Prime Contractor (PC)	20%	---	---	5%	---	5%
Subcontractor A (Sub A)	---	---	20%	---	---	5%
Subcontractor B (Sub B)	---	---	---	---	20%	---
Subcontractor C (Sub C)	SAWS Does Not Allow Mark Up On Sub C					

DEFINITIONS	
<b>Prime Contractor</b>	Owns the contract with SAWS
<b>Subcontractor A</b>	Works directly for Prime Contractor
<b>Subcontractor B</b>	Works directly for Subcontractor A
<b>Subcontractor C</b>	Works directly for Subcontractor B
<b>O &amp; P</b>	Overhead & Profit
<b>Comm.</b>	Commission

EXAMPLE	Sub B change order for \$1,000		
	Work performed by Sub B		
	O & P	Comm.	
Prime Contractor	---	\$63.00	
Subcontractor A	---	\$60.00	
Subcontractor B	\$200.00	---	
Subcontractor C	---	---	
<b>Summary</b>	CO	Mark Up	CO Total
	\$ 1,000.00	\$323.00	<b>\$1,323.00</b>

6.6 DELETION OF WORK - The Owner may, pursuant to Texas Local Government Code, Chapter 252, or as otherwise may be provide by law, order the Contractor to omit up to twenty five percent (25%) of the original Contract Sum and associated Work, as specified in Article 6.4, without the consent of the Contractor.

6.7 CLAIMS FOR ADDITIONAL COSTS

- .1 If the Contractor pursues a claim for an increase in the Contract Sum and or time prior to final acceptance, he shall give the Owner written notice thereof with a simultaneous information copy to the Consultant, within thirty (30) days after the Contractor knows, or should have known, of the events giving rise to such Contractor claim. This notice shall be presented in writing to the Owner and Consultant by the Contractor and contractor shall not proceed with work until directed by Owner, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Article 5.28.4. No such Contractor claim shall be valid unless the Contractor follows the notice procedure outlined herein, and failure to follow the notice procedure provided above shall cause the Contractor to waive and forever forfeit the right to seek additional amounts on the Contract in regards to the claim. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, if any, it shall be determined by administrative procedures as provided to Article X. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.
- .2 If the Contractor claims that additional cost will be incurred because of: (1) any written Owner or Consultant interpretation of the Contract Documents, (2) any order by the Owner to stop the Work pursuant to Article 4.8 where the Contractor was not at fault, or (3) any written order involving a perceived minor change in the Work issued pursuant to Article 6.2.2, the Contractor shall make such claim as provided in Article 6.7.1.

6.8 NO DAMAGES FOR DELAY CLAUSE - Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Article 6., shall be the sole remedy of the Contractor for any (i) delay in commencement, prosecution, or completion of Work, (ii) hindrance, interference, suspension or obstruction in the performance of Work, (iii) loss of productivity, or (iv) other similar claims (items (i) through (iv) herein collectively referred to in this Article 6.8 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by the acts of the Owner constituting intentional interference with Contractor's performance of the Work, and only to the extent such act continues after the Contractor furnishes Owner with written notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact

damages, or other similar remunerations. For purposes of interpreting this provision, the Owner's exercise of any of its rights or remedies under the Contract Documents (including without limitation, ordering changes in Work, or directing suspension, rescheduling, or correction of the Work), regardless of the intent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as intentional interference with the Contractor's performance of the Work.

6.9 SUBCONTRACTOR PASS-THROUGH CLAIMS - In the event that any Subcontractor of Contractor asserts a claim to Contractor that Contractor seeks to pass through to Owner under the Contract Documents, any entitlement to submit and assert the claim as to Owner shall be subject to:

- .1 The requirements herein of these General Conditions; and
- .2 The following additional three (3) requirements listed below, all three (3) of said additional requirements shall be conditions precedent to the entitlement of Contractor to seek and assert such Claim against Owner:
  - (1) Contractor shall:
    - (a) have direct legal liability as a matter of Contract, common law, or statutory law to Subcontractor for the claim that Subcontractor is asserting; or
    - (b) have entered into a written liquidating agreement with Subcontractor, prior to the Claim's occurrence, under which Contractor has agreed to be legally responsible to the Subcontractor for pursuing the assertion of such Claim against Owner under said Contract and for paying to Subcontractor any amount that may be recovered, less Contractor's included markup (subject to the limits in the Contract Documents for any markup). The relationship, liability or responsibilities shall be identified in writing by Contractor to Owner at the time such Claim is submitted to Owner and a copy of any liquidating agreement shall be included by Contractor in the Claim submittal materials.
  - (2) Contractor shall have reviewed the Claim of the Subcontractor prior to its submittal to Owner and independently shall have evaluated such Claim in good faith to determine the extent to which the Claim is believed in good faith to be valid. Contractor shall inform Owner that Contractor has made a review, evaluation, and determination that the Claim is made in good faith and is believed to be valid.
  - (3) Subcontractor making the Claim to Contractor shall certify to both Contractor and Owner that it has compiled, reviewed and evaluated the merits of such Claim and that the Claim is believed in good faith by Subcontractor to be valid. A copy of the certification by Subcontractor shall be included by Contractor in the Claim submittal materials.
- .3 Any failure of Contractor to comply with any of the foregoing requirements and conditions precedent with regard to any such Claim shall constitute a waiver of any entitlement to submit or pursue such Claim.

6.10 TIME REQUIRED TO PROCESS CHANGE ORDERS - All Change Orders require written approval by either Owner or Owners Representative or, where authorized by the State. The approval process requires a minimum of forty-five (45) calendar days **after submission** to Owner in final form with all supporting data. Receipt of a submission by Owner does not constitute acceptance or approval of a proposal, nor does it constitute a warranty that the proposal will be authorized by Owner. **THE TIME REQUIRED FOR THE APPROVAL PROCESS SHALL NOT BE CONSIDERED A DELAY AND NO EXTENSIONS TO THE CONTRACT TIME OR INCREASE IN THE CONTRACT SUM WILL BE CONSIDERED OR GRANTED AS A RESULT OF THIS PROCESS.** Pending the approval of a Change Order as described above, Contractor will proceed with the work under a pending Change Order only if directed in writing to do so by Owner.

## ARTICLE VII. CONTRACT PAYMENTS:

- 7.1 INTERNET-BASED PROJECT MANAGEMENT SYSTEM. SAWS shall administer its services through an Internet-Based Project Management System (hereafter referred to as "CPMS"). In such case, Contractor shall conduct communication through CPMS and perform all Project-related functions utilizing CPMS, with the exception of Sub-Contractor payment monitoring activities, which shall be through the S.P.U.R. system. This includes any and all correspondence, submittals, requests for information, vouchers, compensation requests and processing, amendment, change orders and other administrative activities as may be required in the Contract. SAWS shall administer the CPMS software, shall provide CPMS training to Project Team members and shall make the software accessible via the Internet to all necessary Project Team members. All invoices shall be submitted through the CPMS.

Monthly payments for work performed shall be reviewed by SAWS upon Contractor entering itemized invoices, with all required back-up, within CPMS. The invoice shall indicate the value of the work performed to date.

- 7.2 ESTIMATED QUANTITIES AND MEASUREMENT - The estimated quantities of the various elements of Work to be done and material to be furnished are approximate only and are provided by Consultant and Owner as a basis for Owner comparison of proposals and award of Contract. It is expressly understood and agreed by Owner and Contractor that the actual amounts of Work to be done and material to be furnished may differ somewhat from these estimated quantities. The quantities of Work actually performed by Contractor will be computed on the basis of measurements taken by the Owner's representatives, and these measurements shall be final and binding on Contractor.

PROGRESS PAYMENTS - During the latter part of each month as the Work progresses on all SAWS Contracts regardless of Contract Sum, said Owner, or his designated representatives and Contractor shall determine either the cost of the labor and materials or quantities incorporated into the Work during that month and actual invoiced cost of Contractor acquired materials stored on the Project site, and/or within off-site local storage facilities either owned or leased by the Contractor. Upon receipt of a complete and mathematically accurate Construction Payment Estimate Form from the Contractor, the SAWS shall make payment to Contractor within thirty (30) calendar days of receipt. Contracts totaling four hundred thousand (\$400,000.00) dollars or less, based upon such cost determination and at the Contract unit prices in a sum equivalent to ninety percent (90%) of each such invoice. The remaining ten percent (10%) retainage shall be held by the SAWS until the final Contract Settlement. However, where the Contract amount exceeds four hundred thousand dollars (\$400,000.00), installments shall be paid to Contractor at the rate of ninety-five percent (95%) of each monthly invoice within thirty (30) calendar days of Owner receipt of an approved and mathematically accurate Construction Payment Estimate Form from the Contractor, and the retainage held until final Contract Settlement shall be five percent (5%). In either case, should the Construction Payment Estimate Form submitted by the contractor be incorrect, the Construction Payment Estimate Form will be rejected and returned to the contractor for correction. Upon receipt of the corrected Construction Payment Estimate form, the timeline stated above for payment will apply.

- .1 Contractor's Payment to Sub-Contractors: The contractor will be required to report the actual payments to all subcontractors, utilizing the Sub-contracting Payment and Utilization Reporting (S.P.U.R.) System, in the time intervals and format prescribed by SAWS. This information will be utilized for SMWB participation tracking purposes. Any unjustified failure to comply with the committed SWMB levels may be considered breach of Contract.
- .2 Web Submittal of Subcontractor Payment Reports: The Contractor is required to electronically submit monthly subcontractor payment information utilizing the Sub-contracting Payment and Utilization Reporting (S.P.U.R.) System, beginning with the first SAWS payment for services under the Contract, and with every payment thereafter (for the duration of the contract).

Electronic submittal of monthly subcontractor payment information will be accessed through a link on SAWS' "Business Center" web page. 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 also be accessed through the following internet address: <https://saws.smwbe.com/>

Training on the use of the system will be provided by SAWS. After the prime receives payment from SAWS, electronic submittals will require data entry of the amount paid to each subcontractor listed on the Contractor's Good Faith Effort Plan.

Owner's payment of installments shall not in any way be deemed to be a final acceptance of any part of the Work by Owner, and will not prejudice Owner in the final settlement of Contract account nor relieve the Contractor from completion of the Work as herein provided.

7.3 WITHHOLDING OF PAYMENT - In the event that the Owner discovers evidence of Contractor and/or Work noncompliance with the Contract Documents subsequent to approval of the Construction Estimate Certification Forms, the Owner may revoke or otherwise amend that part of any Construction Estimate Certification Form to such extent as may be necessary to withhold monies to protect the Owner from loss on account of:

- .1 Defective Work not remedied by Contractor.
- .2 Persistent and uncured Contractor non-compliance with the administrative provisions of the Contract Documents including, but not limited to, failure to electronically submit monthly subcontractor payment information utilizing the Sub-contracting Payment and Utilization Reporting (S.P.U.R.) System.
- .3 Damage to Work of another Contractor.
- .4 Liquidated Damages assessed by Owner for Contractor failure to maintain scheduled progress in accordance with the most recent applicable construction schedule, if any are specified in the Contract Documents, and/or Contractor failure to meet final completion date.
- .5 Receipt of written notice by the Owner of Contractor's unpaid bills, as stipulated in Chapter 53, Texas Property Code, if the Contractor has not provided a payment bond and only if the Contract Sum does not exceed \$25,000.00. Any funds so withheld by Owner shall be released to the Contractor if he furnishes either a special indemnity bond to Owner securing release of lien as provided in Chapter 53, Texas Property Code, or Contractor proof of payment of disputed bills.
- .6 "Indemnification" as provided for in Article 2.3.

When the above Contractor deficiencies are cured, Owner will make payment for amounts withheld because of the deficiencies within (30) thirty calendar days.

7.4 FINAL PAYMENT - Contractor shall not be entitled to receive payment of any sum in excess of the cumulative amounts paid upon such monthly invoices as outlined above until after the Owner transmittal of the Letter of Conditional Approval and in accordance to Article 9 project completion and acceptance and not before all the stipulations, requirements and provisions of this Contract are faithfully performed and complied with by Contractor, and unless and until said structures, Work and improvements shall be entirely completed, and delivered to, and accepted by the SAWS in accordance with the Contract Documents. Completion, delivery and acceptance of the Work is evidenced by the Final Certificate of Acceptance issued in accordance to Article 9.1 by the Owner and such Certificate of Acceptance is approved by the Owner. The Owner shall prepare the final invoice as the basis for final Contract settlement. Owner may deduct from the amount of such final invoice and retain any and all sums which are to be deducted by SAWS or paid or allowed by Contractor to SAWS, or which are to be retained by Owner for reasons stemming from any/all fines, fees, or penalties, in addition to those previously stated in Article 7.2.

- .1 NOTARIZED AFFIDAVIT - Before and as a condition precedent to Final Payment for the work by the Owner, the Contractor shall submit to the Owner a notarized affidavit in duplicate stating under oath that all subcontractors, vendors, and other persons or firms who have furnished or performed labor or furnished materials for the work have been fully paid or satisfactorily secured. Such affidavit shall bear or be accompanied by a statement, signed by the surety company who provided the Payment Bond for the work, to the effect that said surety company consents to Final Payment to the Contractor being made by the Owner.

7.5 OWNER TO FINALLY DETERMINE ALL AMOUNTS PAYABLE OR CHARGEABLE - It is expressly understood and agreed by Contractor that subject only to the prices, terms and provisions specifically set forth in the Contract Documents including Change Orders, the written estimates and Certificates of the Owner shall be final in fixing and determining amounts payable or chargeable hereunder to Contractor by SAWS as required by the other terms and conditions hereof. Also, in case of controversy, the monthly construction estimates and Certificates of Final Acceptance shall be final in fixing and determining all sums to be deducted and retained by SAWS for reasons as stated in Article 7.2, out of any funds otherwise estimated as payable to Contractor by SAWS.

7.6 CLAIMS BY THIRD PARTIES FOR LABOR OR MATERIALS

- .1 Contractor hereby agrees to promptly pay all persons supplying labor, services and materials in the prosecution of the Work provided for in this Contract and any and all duly authorized modifications or Change Orders of said Contract that may hereafter be made, and shall fully indemnify and hold harmless the SAWS and its agents against any and all claims, liens, suits or actions asserted by any person, persons, firm or corporation on account of labor, materials or services furnished such Contractor during the prosecution of the Work herein undertaken. Contractor shall execute a payment bond in accordance with other sections governing same herein for this purpose. Before the SAWS shall be obligated to pay any amount to Contractor on final Contract settlement, Contractor shall execute a sworn, written and notarized statement on an affidavit form to be supplied by the Owner along with a "consent of surety" letter endorsing Final Payment to Contractor, evidencing that all labor employed and all equipment and materials incorporated into the Construction of the Work have been either fully paid for by Contractor and Subcontractors, or that any pending disputes over payment are being properly addressed by the surety as provided for in 7.3.1 herein.
- .2 Suppliers, any subcontractors, and persons claiming to have performed any labor, or to have supplied any equipment and materials toward the performance of this Contract, and who claim not to have received proper compensation from the Contractor or Subcontractors for same, shall be instructed by Owner and Contractor that written and documented claims must be sent directly to the Contractor and his Surety in accordance with Chapter 2253, Texas Government Code. The Owner will furnish to claimants, in accordance with such Chapter 2255, Texas Government Code, a copy of the Contractor's Payment Bond and Contract as provided therein upon claimant's written request. **The Owner shall further furnish a statement to claimants that claimants are cautioned that no legal or equitable lien exists on the SAWS funds yet unpaid to the Contractor, and that reliance on notices sent only to the Owner may result in loss of claimant's rights to timely perfect recovery against the Contractor and/or his Surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any unauthorized representation by any agent or employee of Owner to the contrary.**

**ARTICLE VIII. CONTRACT COMPLETION TIME:**

- 8.1 COMMENCEMENT OF WORK - 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 Contractor's receipt of SAWS issued, written Authorization to Proceed.
- 8.2 COMPLETION OF WORK - After commencement of Work as outlined in Article 8.1, the Contractor shall prosecute the Work continuously, diligently and uninterruptedly throughout the Contract Time period, during which period of time Contractor, all subcontractors and suppliers are bound and obligated at all times to employ sufficient Work force and supervisory diligence to complete said structures, Work and improvements, and to deliver same over to the SAWS in a timely acceptable, completed, undamaged and clean condition. THE TIME OF BEGINNING, RATE OF PROGRESS AND TIME OF COMPLETION OF SAID WORK ARE HEREBY DECLARED BY OWNER AND UNDERSTOOD BY CONTRACTOR TO BE "OF THE ESSENCE" TO THIS CONTRACT. By executing this Contract, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Any other provision contained herein notwithstanding, the Owner may suspend said Work either partially or totally as provided for in Article 4.6 and 4.7.

- 8.3 CALENDAR DAY CONTRACT – Unless otherwise specifically provided in Supplemental or Special Conditions to the Contract, all Contracts shall be Calendar Day Contracts and “Day” as used in the Contract Documents shall mean a calendar day which are days of 24 hours each from midnight to the next consecutive midnight. Work on Sundays or SAWS Designated Holidays will not be permitted except in cases of extreme emergency, and then only with the written permission of the Owner. If Sunday or SAWS Designated Holiday Work is permitted, the COI's average salary costs at time and one half will be charged to the Contractor. This amount shall be deducted from Contractor’s monthly payment application by Owner. Nothing in this Paragraph shall be construed as prohibiting the Contractor from working on Saturdays if so desired provided they give Owner at least the prerequisite forty-eight (48) hours written notice (and receive subsequent approval by the Owner) of intent to perform Work on Saturday so that Owner's representatives may be scheduled to observe/inspect said Work.
- 8.4 FAILURE TO COMPLETE WORK ON TIME - If the Contractor fails to complete the Contract in the time specified by Owner in the Contract Documents and agreed to by Contractor through execution of this Contract, Contract Time charges will continue to be made for each Calendar Day thereafter. THE TIME SET FORTH IN THE CONTRACT FOR THE COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT. For each Calendar Day that any Work shall not be complete, after the expiration of the Calendar Days specified in the Contract, (to include Calendar Days charged for correction of Contractor deficiencies found during the final inspection), plus, any extended days allowed by Owner, the amount of liquidated damages assessed per day as stipulated in the Contract will be deducted from the money owed or to become due to the Contractor, not as a penalty but as liquidated damages owed to SAWS for extended expenses, loss and public inconvenience resulting from Contractor's failure to complete said Work within the Contract Time that the Contractor agreed to by execution of this Contract. Contractor and SAWS agree that such liquidated damages as are set prior to the Contract execution are for projected reasonable costs that are otherwise difficult for either Party to forecast and will be incurred by the SAWS due to Contractor completion beyond the number of Calendar Days calculated herein by the SAWS.
- .1 The Contract Time may only be changed by a Change Order duly executed by both Contractor and Owner.
  - .2 Should progress of the Work fall behind the construction schedule except for reasons stated in 8.4.1, Contactor shall promptly submit at the request of Owner or Authorized Representative an updated Construction schedule to Owner or Authorized Representative for approval. Contractor shall take any and all action necessary to restore progress by working the hours, and lawful overtime operations as necessary to achieve Contract Time.
- 8.5 WEATHER DELAY CLAUSE - SAWS includes weather delay days when determining the total number of days allowed for each Contract. Any additional days beyond those specified in 8.5.3 must be formally requested in writing with the next monthly payment invoice and justified by the contractor with daily logs or NO ADDITIONAL DAYS WILL BE GRANTED.
- .1 Pursuant to the Contract, Contractor may be granted an extension of time because of unusual inclement weather, including but not limited to unusual rainfall events, which are beyond the Normal Rainfall recorded and expected for San Antonio, Texas. However, the Contractor will not be granted an extension of time for “Normal Rainfall”, as described in 8.5.3.
  - .2 "Unusual Inclement Weather" is defined as a rain event or other weather related event which occurs at the site and is of sufficient magnitude, as determined by the COI, to prevent Contractor from performing work critical to maintaining the Progress Schedule. If rain is the basis for the Unusual Inclement Weather event it must at a minimum exceed the Normal Rainfall as defined herein.
  - .3 Baseline Rain Day Determination. “Normal Rainfall”, based on the National Oceanic and Atmospheric Administration (NOAA) or similar data for San Antonio, Texas, is considered a part of the Calendar Day Contract, and is not a justification for an extension of time. Listed below are the number of days in each month for which no compensatory days for rainfall events (“Rain

Days”) in such months may be claimed:

January.....	2 days
February.....	3 days
March.....	4 days
April.....	3 days
May.....	4 days
June.....	6 days
July.....	3 days
August.....	4 days
September.....	5 days
October.....	5 days
November.....	5 days
December.....	3 days

“Rain Days” in addition to the baseline “Rain Day” determination described above will be measured (with the Owner’s Representative’s approval) at the jobsite or at a location as agreed in writing by the parties.

- .4 Contractor may receive credit in any month for Unusual Inclement Weather, and specifically for any Rain Days in that month which exceed the number of Rain Days allocated to that month, if a Claim is made in accordance with paragraph 8.5.1 and the weather event meets the definition for "Unusual Inclement Weather", and as applicable, “Rain Day” and such claimed day is a day on which Work critical to maintaining the Progress Schedule is scheduled to be performed and is otherwise capable of being performed.

- 8.6 Liquidated Damages for Failure to Complete on Time – The Contractor agrees that **Time Is Of Essence** of this Contract and that for each day of delay beyond the number of days herein agreed upon for the completion of work herein specified and contracted for, after due allowance for such extension of time as is provided for under the provisions herein, the Owner may withhold permanently for the Contractor's total compensation, not as a penalty but as liquidated damages, the sum per day in accordance to the Supplemental Conditions of the Contract.

**ARTICLE IX. PROJECT COMPLETION AND ACCEPTANCE:**

- 9.1 FINAL ACCEPTANCE of the Project will be considered only after all stipulations, requirements and provisions of this Contract are faithfully completed and the Project is delivered to the SAWS by Contractor in an acceptable condition for the intended use by Owner. In the event that all major Contract pay items are complete and only minor clean-up operations remain for Contract completion, the Owner has the discretionary authority to issue a Conditional Letter of Acceptance. Should the Owner’s Conditional Letter of Acceptance contain conditions for the Final Acceptance of the Work, Contract Time will continue to be charged against the Contractor until such conditions have been corrected to the satisfaction of the Owner.

- .1 Final Release of Retainage - Contractor shall be entitled to receive payment of all retainage within forty-five (45) calendar days of completion, receipt and acceptance of all required "completion items" as stipulated below:
  - .1 The “Semi-Final Pay Request” indicating that no additional monthly invoices will be submitted by the Contractor for payment.
  - .2 The “Conditional Letter of Acceptance” with all “Punch List Items” completed indicating that Owner is approving the Release of Retainage.
  - .3 When applicable, the “Recapitulation Change Order” reconciling all Pay Item Quantities. Recapitulation Change Orders exceeding \$100,000 positive or negative are subject to formal Board of Trustee approval.
  - .4 The “Contractor Certification” provided for herein indicating that all subcontractors and suppliers have been paid.

- .5 The "Consent of Surety" provided for herein indicating the Bonding Agent's approval to remit all retainage directly to the Contractor.
  - .6 When applicable, the "TWDB Certificate of Approval & Release of Retainage" letter indicating Texas Water Development Board's approval to remit all retainage directly to the Contractor.
- 9.2 PARTIAL ACCEPTANCE by Owner for beneficial occupancy of any completed part of the Work, which has specifically been identified in the Contract Documents as being eligible for early Owner Acceptance, or which Owner, Engineer and/or Consultant and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner without significant interference with Contractor's performance of the remainder of the Work, may be accomplished prior to completion of the total Work identified in the Contract Documents, subject to the following:
- .1 Owner may at any time request Contractor in writing to permit Owner to beneficially occupy any such part of the Work which Owner believes to be ready for its intended use. If Contractor agrees, Contractor will certify to Owner and Consultant that said part of the Work is substantially complete and request the Owner to issue a Conditional Letter of Acceptance, for only that part of the Work. Within a reasonable time after such request, Owner, Contractor, Engineer and/or Consultant shall make an inspection of the said part of the Work to determine its status of completion. Warranties (as provided under Article 9.3) on that part of the Work beneficially occupied by Owner will commence upon issuance of the Conditional Letter of Acceptance. Any Work items remaining to be completed as defined in the Conditional Letter of Acceptance for the said part of the Work will have warranty commencement upon completion and Final Acceptance by Owner.
  - .2 Owner may at any time request Contractor in writing to permit Owner to take over operation of any such part of the Work although it is not Substantially Complete. A copy of such request will be sent to the Engineer and within a reasonable time thereafter, Owner, Contractor, and Engineer and/or Consultant, shall make an inspection of that part of the Work affected by the request to determine its status of completion and will jointly prepare a list of the items remaining to be completed or corrected issuance of a Conditional Letter of Acceptance. If Contractor does not agree that said part of the Work is ready for separate operation by Owner or that separate operation by Owner will not significantly interfere with Contractor's remaining operations, the Contractor must submit their objections and appropriate justifications in writing to the Owner and Engineer and/or Consultant within 5 days of the request by the Owner. Once any objections have been addressed or if there are no objections, the Owner will finalize a list of items to be completed or corrected and will deliver such list to Contractor together with a written recommendation as to the division of responsibilities pending issuance of the Conditional Letter of Acceptance with respect to security, operation, safety, maintenance, warranties, utilities, insurance, and retainage for that part of the Work taken over for operation by Owner. During such operation, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.
- 9.3 Correction Period/Warranty - During a period of twenty four (24) months from and after the date of the Conditional Letter of Acceptance, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which in the judgment of the Owner shall become necessary during such period. The Owner shall notify and submit a "Performance Claim Form", which will be completed by the Owner and details the location and nature of needed repairs, to the Contractor. The Contractor shall submit a schedule for inspection and completion of said repairs within three (3) days after the notification of the warranty repairs to be approved by the Owner. If within three (3) days after the receipt of a notice in writing from the Owner, the Contractor shall neglect to make or to undertake with due diligence the aforesaid repairs, the Owner is hereby authorized to make demand of performance from the company issuing the Performance Bond. If the Contractor fails to complete the repairs within the approved schedule, the Owner is hereby authorized to make demand of performance from the company issuing the Performance Bond. In case of an emergency where, in the judgment of the Owner, delay would cause a serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.



**ARTICLE X. DISPUTES:**

- 10.1 GENERAL - Prior to any anticipated litigation between the Owner and the Contractor, both hereby agree that disputed matters shall first be submitted to Owner administrative appellate procedures as described below:
- .1 Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by mutual agreement shall be initially decided by the Owner (as represented by the decision of the Owner) who shall reduce his decision to writing and promptly mail or otherwise furnish a copy thereof to the Contractor. The decision of the Owner shall be final and conclusive unless within thirty (30) calendar days from the date of issuance of such decision by Owner the Contractor mails or otherwise furnishes to the Owner a written notice of appeal addressed to the SAWS President/C.E.O., whose appellate decision on behalf of the SAWS shall be the final and conclusive SAWS decision. In connection with any appeal under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of the appeal to persons to be promptly appointed by the SAWS President/C.E.O. to review such disputed matters. The SAWS department sponsoring the Project or any other Owner's representative will also be allowed to present information supporting Owner's position.
  - .2 Pending final President/C.E.O. decision after a dispute hearing, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the President/C.E.O. decision. Neither the SAWS nor the Contractor is precluded from resorting to litigation or other remedy at law nor in equity to perfect a legal filing prior to the expiration of an applicable statute of limitations or after this Owner administrative review process is completed.
- 10.2 PREVAILING PARTY. In any dispute arising under this Agreement, the following shall apply in the determination of which party is the prevailing party. If a party claiming a right to payment of an amount in dispute is awarded all or substantially all of such disputed amount, then such claiming party shall be the prevailing party. If a party defending against such claim is found to be not liable to pay all or substantially all of the disputed amounts claimed by the claiming party, then the party so defending against such claim shall be the prevailing party. If both Parties prevail with respect to different claims by each of them, then the party who is prevailing with respect to the substantially greater monetary sum shall be deemed the prevailing party; otherwise, if both Parties prevail with respect to monetary sums on different claims, neither of which sums is substantially greater than the other, the tribunal having jurisdiction over the controversy, claims or actions shall in rendering the award determine in its discretion whether and to what extent either party should be entitled to recover any portion of its attorney fees. The Prevailing Party shall be entitled to recover reasonable attorney fees and costs.

**ARTICLE XI. SUPPLEMENTAL AND SPECIAL CONDITIONS:**

- 11.1 GENERAL - When the Work contemplated by the Owner is of such a character that the foregoing Standard General Conditions of the Contract cannot adequately cover necessary and additional contractual provisions, the Contract Documents may include Supplemental and Special Conditions as described below:
- .1 SUPPLEMENTAL CONDITIONS shall describe any additional procedures and requirements of Contract administration to be followed by the Contractor, Owner, and Owner representatives. Supplemental Conditions may expand upon matters covered by the Standard General Conditions, where necessary.
  - .2 SPECIAL CONDITIONS shall relate to terms, conditions and procedures related to a specific project and that are unique to that project.
- 11.2 ARCHAEOLOGICAL - "Unidentified Archaeological Sites": If the Contractor should encounter archaeological deposits during construction operations, the Contractor must stop excavation immediately and contact the Owner, who will then contact appropriate agencies for an archaeological investigation. The Contractor cannot begin excavation again in this area without written permission from the Owner.

- 11.3 FUNDED PROJECTS - On State or Federally funded projects, the Owner may waive, suspend, or modify any Article in these General Conditions which conflicts with any State or Federal statute, rule, regulation or procedure, where such waiver, suspension, or modification is essential to receipt by the Owner of such State or Federal funds for the Project. In the case of any project financed in whole or in part by State or Federal funds, any Contract standards or provisions required by the enabling State or Federal statute, or any State or Federal rules, regulations or procedures adopted pursuant thereto that conflict with, or preempt these local Standard General Conditions, shall be controlling.

**ARTICLE XII. RIGHT TO AUDIT CLAUSE:**

- 12.1 By execution of the Construction Contract, the Contractor grants the Owner the right to audit, at the Owner's election, all of the Contractor's records and billings relating to the performance of the Work under the Contract Documents. The Contractor agrees to retain its Project records for a minimum of three (3) years following completion of the Work. The Owner agrees that it will exercise the right to audit only at reasonable hours. Any payment, settlement, satisfaction, or release provided under this Contract shall be subject to the Owner's rights as may be disclosed by any audit.

**ARTICLE XIII. VENUE:**

This Contract is performed in Bexar County, Texas, and if legal action is necessary to enforce this Contract, exclusive venue shall lie in Bexar County, Texas.

- END -

# CONTRACT

«Contract\_No»

«Job\_No»

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 «Project Name».

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 **or until funds are exhausted, whichever comes first (delete if not applicable)** 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.



**STATUTORY PERFORMANCE BOND**  
**Pursuant to Vernon's Texas Government Code**  
**Title 10, Chapter 2253, as amended**

**Bond No.** \_\_\_\_\_

(Penalty of this Bond must be 100% of Contract Award)

KNOW ALL MEN BY THESE PRESENTS:

That «Company Name» «Street Address» «City and State» «Zip Code» (hereinafter called "Principal"), as Principal, and «Surety Name», a Corporation organized and existing under the laws of the State of «Suretys State », with its principal office in the City of «City of Suretys Principal Office», and authorized under the laws of the State of Texas to act as surety on bonds for principals (hereinafter called "Surety"), are held and firmly bound unto THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, San Antonio, Bexar County, Texas (hereinafter called "Owner/Obligee"), in the amount of «Written Contract Amt». Dollars «Formatted Price», for the payment whereof, Principal and Surety firmly bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, Principal has entered into a certain written contract with the Owner/Obligee, dated the «Board Date» day of «Board Month», «Board Year», consisting of «Job No»; «Project Name» (hereinafter called "the Contract"), which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if Principal shall faithfully perform the work in accordance with the plans, specifications and Contract Documents, then this obligation shall be void; otherwise to remain in full force and effect.

**NOW, THEREFORE**, if Principal shall repair any and all defects in said work occasioned by and resulting from defect in materials furnished by, or workmanship of, Principal in performance of the work covered by the Contract, occurring during a period of within 24 months from the date of the Contract Completion Certification, therein this obligation shall be null and void; otherwise to remain in full force and effect.

**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.

Surety, for value received, stipulates and agrees that no change, extension of time, or other waiver or amendment of the terms of the Contract or to the work to be performed thereunder, nor any change in the method nor any change in the method or amount of payments stipulated to be made by Owner/Obligee under the Contract, shall relieve Surety of its obligations hereunder, and Surety hereby waives notice of any such change, extension of time, waiver or amendment of the terms of the Contract or to the work to be performed thereunder. The bond shall be automatically extended in time, without formal and separate amendment, to cover full and faithful performance of the Contract in the event of modification of the Contract, regardless of the length of time involved.

**IN WITNESS THEREOF**, Principal and Surety have signed and sealed this instrument on \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Principal**

**Surety**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_

**Name, Address and Telephone Number of Resident Agent of Surety:**

\_\_\_\_\_

**STATUTORY PAYMENT BOND**  
**Pursuant to Vernon's Texas Government Code**  
**Title 10, Chapter 2253, as amended**

**Bond No.** \_\_\_\_\_

(Penalty of this Bond must be 100% of Contract Award)

KNOW ALL MEN BY THESE PRESENTS:

That «Company Name»«Street Address»«City and State»«Zip Code» (hereinafter called "Principal"), as Principal, and «Surety Name», a corporation organized and existing under the laws of the State of «Suretys State », with its principal office in the City of «City of Suretys Principal Office», and authorized under the laws of the State of Texas to act as surety on bonds for principals (hereinafter called "Surety"), are held and firmly bound unto THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, San Antonio, Bexar County, Texas (hereinafter called "Owner/Obligee"), in the amount «Written Contract Amt» Dollars «Formatted Price», for the payment whereof, Principal and Surety firmly bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, Principal has entered into a certain written contract with the Owner/Obligee, dated the «Board Date» day of «Board Month», «Board Year» consisting of «Job No» ; «Project Name» (hereinafter called "the Contract"), which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if Principal shall faithfully pay in full all claimants supplying labor and material to Principal or to a subcontractor in the prosecution of the work provided for in the terms of the Contract Documents, then this obligation shall be void; otherwise to remain in full force and effect.

**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.

Surety, for value received, stipulates and agrees that no change, extension of time, or other waiver or amendment of the terms of the Contract or to the work thereunder, nor any change in the method nor any change in the method or amount of payments stipulated to be made by Owner/Obligee under the Contract, shall relieve Surety of its obligations hereunder, and Surety hereby waives notice of any such change, extension of time, waiver or amendment of the terms of the Contract or to the work thereunder. The bond shall be automatically extended in time, without formal and separate amendment, to cover full and faithful performance of the Contract in the event of modification of the Contract, regardless of the length of time involved.

**IN WITNESS THEREOF**, Principal and Surety have signed and sealed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Principal**

**Surety**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**Name, Address and Telephone Number of Resident Agent of Surety:**

\_\_\_\_\_

## EXHIBIT B

### ADMINISTRATIVE AND OPERATIONAL PROCEDURES FOR CONTRACTOR BID SUSPENSION HEARINGS AND APPEALS

#### I. SCOPE

These Administrative and Operational Procedures for Contractor Bid Suspension Hearings and Appeals apply to all contractors awarded contracts with SAWS.

The term “contractor” as used in these Procedures means a construction contractor, subcontractor, vendor, supplier, materialman or any other person or entity supplying labor or material to SAWS on a contract basis.

"SAWS Management Officials" means SAWS personnel who are at the Manager level or above and who are involved in the supervision, review or acceptance of services, work or materials provided by contractors under contract with SAWS.

#### II. GENERAL PROCEDURES

A. If a SAWS Management Official determines that a particular contractor’s responsiveness, capabilities or performance under one or more SAWS contracts is unsatisfactory, the SAWS Management Official may file a complaint with the Chief Operating Officer recommending that the particular contractor be suspended from consideration for award of contracts with SAWS. A complaint may not be filed unless:

- 1) SAWS has sent the contractor at least three letters advising that the contractor is in non-compliance with a contract with SAWS, and the letters each include a warning that further defaults or breaches may lead to a suspension; or
- 2) the contractor has had a previous contract with SAWS terminated for contractor default; or
- 3) either the City of San Antonio or the State of Texas has suspended the contractor.

B. A SAWS Management Official filing a complaint will provide the Contracting Committee with any information he or she may have relating to the Reasons for Contractor Suspension as described in Section 4.9, Contractor Bid Suspension Policy of the General Conditions.

- C. SAWS will maintain the materials relating to any and all complaints filed against a particular contractor in a “complaint file” pertaining to the contractor.
- D. A contractor may be suspended if the contractor is determined by the Contracting Committee to be not sufficiently responsible to warrant consideration for award of contracts with SAWS.

### III. RIGHTS AT HEARING

A hearing on a complaint will be held before a Contracting Committee which will review the evidence presented at the hearing and make a determination as to whether the contractor should be suspended. The Committee will select a chair to preside at the hearing. At the hearing, SAWS and the contractor will each have the following rights and opportunities:

- A. to be heard before an impartial committee;
- B. to be represented by an attorney or a representative of choice;
- C. to hear the witnesses and other evidence presented by the opposing party;
- D. to cross-examine adverse witnesses;
- E. to testify on one’s own behalf;
- F. to present witnesses and other evidence on one's own behalf;
- G. to have a record of the hearing made, by transcript, tape, or otherwise;
- H. to have all testimony presented under oath.

### IV. COMMITTEE PROCESS

- A. The President/Chief Executive Officer of SAWS shall appoint a standing Contracting Committee comprising of SAWS staff. At least one Committee member will be a Vice President of SAWS and all other Committee members will be Managers or higher. If a standing Contracting Committee member has been involved in the day-to-day administration or supervision of a contract with a contractor being reviewed by the Committee, such Committee member will not serve on the Committee with regard to a complaint or appeal affecting that contractor. The President/CEO may either appoint a substitute or the Committee may proceed with fewer members, but in no event will there be less than three members available at any Committee meeting to hear evidence or take action on a complaint or appeal. The members of the Committee



hearing the complaint will be SAWS Management Officials not directly involved with the contractor being considered for bid suspension.

- B. When a SAWS Management Official submits a complaint to the Chief Operating Officer, the Chief Operating Officer will review the complaint to determine whether to convene the Contracting Committee to hear and act on the complaint. The Committee will be convened on a case-by-case basis.
- C. The Contracting Committee will review evidence, obtain testimony from witnesses, deliberate and vote on the matters brought before the Committee. The Committee will consider (i) all evidence in the complaint file pertaining to the contractor and any previously filed complaints and (ii) any other relevant evidence pertaining to the contractor, including evidence presented by SAWS Management Officials familiar with the contractor's performance.
- D. After considering all relevant evidence, the Contracting Committee will either:
  - 1) take no action other than sending a written warning notice by certified mail, return receipt requested, to the contractor (i) indicating that pursuant to these procedures, the Committee has received a complaint regarding the contractor, (ii) indicating that after reviewing the complaint and related evidence, the Committee has decided, at this time, to take no action regarding the contractor, and (iii) including any other information that the Committee, in its discretion, deems appropriate; or
  - 2) pursuant to these procedures, suspend the contractor from consideration for awards of contracts with SAWS.
- E. If the Contracting Committee decides to suspend the contractor, the Committee will send written notice as described in General Conditions, Section 4.7, Contractor Bid Suspension Policy, indicating the following:
  - 1) that, pursuant to these procedures, the contractor has been suspended from consideration for award of contracts with SAWS;
  - 2) in general terms, the reasons for the suspension;
  - 3) that the suspension commences upon issuance of the notice of suspension;
  - 4) the length of time and other relevant terms of the suspension as delineated in these procedures;

- 5) that bids or proposals will not be accepted or solicited from the contractor, and if they are received, they will not be opened and considered for award during the suspension period; and
- 6) the Contractor's right to appeal the suspension pursuant to these procedures.

## V. PROCEDURE AT HEARING

The procedure described below will be followed in a general sense. The Contracting Committee may vary these procedures when necessary because of circumstances.

### A. Copies of Exhibits

Whenever possible, the party wishing to introduce exhibits should make sufficient copies ahead of time. This will prevent interruptions and delays of the proceedings. Generally, in addition to those to be used by the party and the witness, copies will be made available to each of the Committee members, one for the official record and one for the representative of the other party.

### B. Order of Presentation

- After the beginning formalities, each party will be allowed an opportunity to make a brief introductory statement.
- Initially, SAWS will present the evidence it believes warrants the suspension. As each witness is called, the contractor or the contractor's attorney/representative will have the right to cross-examine the witness after the witness has testified and before the next witness is called. The contractor or the contractor's attorney/representative may object to testimony and exhibits.
- After the presentation of SAWS' evidence, the contractor may present evidence, including his or her own testimony and that of others. As each witness is called, SAWS will have the right to cross-examine each witness after the witness has testified and before the next witness is called. A SAWS Management Official may object to testimony and exhibits.
- After the contractor has presented his/her case, SAWS may recall witnesses and present additional witnesses or evidence, again subject to cross-examination and objections. After this, the contractor may recall witnesses and present additional witnesses or evidence, also subject to cross-examination and objections.
- Each party may be allowed additional time to present further rebuttal evidence.

- After the presentation of the evidence, and before the close of the hearing, each party will have the opportunity to give a brief closing argument or summary of his/her position. The Committee may limit the time available to each of the parties depending on the amount of evidence, issues, or other circumstances the Committee deems appropriate.
- The Committee will ensure the orderly and efficient presentation of the evidence.
- The Committee will rule on any objection to testimony or other evidence.
- The Committee will have the right to prevent any threatening or abusive language or conduct and to exclude witnesses who engage in conduct that is disruptive of the proceedings.
- Stipulations (i.e., agreements between all affected parties) which expedite the proceedings are highly favored. Therefore, both SAWS and the contractor are encouraged to reach agreements regarding the admissibility of documents and the proposed testimony of witnesses. Where both SAWS and the contractor (or his/her attorney/representative) have agreed in writing or “on the record,” affidavits of absent witnesses may be introduced.
- All testimony will be under oath. The Committee chair or his/her designee will administer the oaths.
- In its discretion, the Committee may limit or exclude testimony that is superfluous or irrelevant.
- The Committee will utilize its discretion regarding the amount of time allowed for each proceeding and will have the authority to make decisions that will expedite the proceedings.
- In the Committee's discretion, Committee members may ask questions of any witness or party when they believe clarification or further information is needed.
- Unless testifying as an expert, no witness may testify unless he or she has personal knowledge regarding the issues, events, and matters relevant to the hearing.
- The Committee may exclude or limit witnesses who do not have personal knowledge regarding the issues, events, and matters relevant to the hearing.
- The Committee may take other appropriate action when the contractor fails to attend the hearing.

## VI. POSTPONEMENTS

Postponements are not favored. However, where emergency circumstances are beyond the control of the contractor, the Contracting Committee will consider postponing the hearing. There will be no guarantee that a second postponement will be granted.

## VII. SUSPENSIONS

- A. If the contractor has not been previously suspended pursuant to these procedures, the term of the suspension will be for one year from the date of issuance of the notice of suspension.
- B. If the contractor has been previously suspended pursuant to these procedures, the term of the suspension will be for two years from the date of issuance of the notice of suspension.
- C. After the suspension period is over, the contractor may resume submitting bids for SAWS contracts, provided, however, that initially SAWS will award no more than one contract to the suspended contractor. Only after the satisfactory completion of such contract will SAWS resume considering the award of multiple contracts to the contractor. The period of time after the suspension period is over but before SAWS will consider awarding multiple contracts to the contractor is referred to as the “post-suspension period.” The purpose of the post-suspension period is to provide SAWS an opportunity to confirm that the contractor has demonstrated a satisfactory level of responsibility to warrant the award of further SAWS contracts.
- D. Unless the Contracting Committee, in its sole discretion, decides otherwise, during the suspension period and the post-suspension period the contractor may not provide SAWS with labor or materials as a contractor or a subcontractor through another contractor. (This provision does not apply to the single contract that may be awarded to the contractor by SAWS during the post-suspension period or to any contracts or subcontracts in effect prior to the issuance of the notice of suspension.)
- E. If another contractor (“other contractor”) hires a suspended contractor to provide labor or material on a SAWS project while the contractor is suspended from SAWS work, SAWS may notify the other contractor that he or she has 30 days in which to remove the suspended contractor from the SAWS project. If the other contractor does not remove the suspended contractor from the SAWS project within thirty (30) days, SAWS may either (i) reject the portion of the other contractor’s work performed by the suspended contractor because it was performed by a suspended contractor, or (ii) immediately terminate the other contractor’s contract for the project.

Continued use of a suspended contractor after the thirty (30) day notice and cure period will be an event of default under any contract the other contractor has with SAWS under which the suspended contractor provides labor and/or materials.

- F. Notwithstanding the foregoing, a suspended contractor may provide equipment to SAWS as a subcontractor through another contractor, unless the Contracting Committee, in its sole discretion, decides otherwise. In addition, any contractor may hire employees of a suspended contractor as its employees and use them on a SAWS project.
- G. Unless the Contracting Committee, in its sole discretion, decides otherwise, if one or more of the former principal officers or owners of a suspended contractor forms a new business entity or joins a different business entity, or if the suspended contractor is reconstituted as or made a part of a new or different business entity by any means, the terms of the suspension will apply to the new or different business entity as if the new or different business entity were one and the same as the suspended contractor.
- H. All bids for contracts submitted to SAWS by the contractor prior to the issuance of the notice of suspension and all contracts existing between SAWS and the contractor prior to the issuance of the notice of suspension will remain valid and effective on their own accord regardless of the suspension. Notwithstanding the suspension, both SAWS and the contractor will remain obligated to perform all duties owed one another pursuant to any contracts or subcontracts in effect prior to the issuance of the notice of suspension.

## VIII. APPEALS

- A. A suspended contractor may request an appeal hearing regarding the suspension, provided such request is received in writing by the Contracting Committee within ten (10) days after the contractor has received notice of the suspension. If no written request for an appeal hearing is received by the Committee within such ten (10) day period, then the decision to suspend will be final and conclusive.
- B. If an appeal hearing is requested, the Contracting Committee will schedule the appeal hearing to be held within ten (10) days after it receives the written request. The Committee will send the contractor written notice by certified mail, return receipt requested, of the time and place of the hearing.
- C. Both SAWS and the contractor will be allowed to request only one postponement of the appeal hearing. Any such request must be in writing and received by the other party at least five days before the originally scheduled date of the appeal hearing. In the event of a postponement, the Contracting Committee will reschedule the appeal hearing to be held within ten (10) days

of the date that the request for postponement was received. The Committee will send the contractor written notice by certified mail, return receipt requested, of the time and place of the rescheduled hearing.

- D. Appeal hearings will be as informal as reasonable and appropriate under the circumstances. Appeal hearings are intended to be a forum for the contractor to express to the Contracting Committee why the contractor should not be suspended and they are not to be adversarial in nature. A verbatim record is not required.
- E. The contractor may be represented by counsel at the appeal hearing.
- F. Within ten (10) days of the appeal hearing, the Contracting Committee will send the contractor written notice by certified mail, return receipt requested, of its final decision on the matter.
- G. If the Contracting Committee upholds the suspension, the contractor may request review of the decision by the President/Chief Executive Officer of SAWS by filing a written request for review with the President/CEO within ten (10) days of the date of the notice of the result of the appeal hearing. The President/CEO will review the material available from the appeal and meet with the contractor and the Committee either separately or jointly as he or she elects. The President/CEO will then send written notice of his/her decision on the suspension by certified mail, return receipt requested, to the contractor within fifteen (15) days of the date of receiving the request for review by the President/CEO.
- H. Only if the contractor has pursued both appeals and the Contracting Committee and the President/CEO have both upheld the suspension may the contractor seek further recourse by filing suit in an appropriate court of law. Any such suit must be filed within 180 days after the contractor has received notice of the President/CEO's final determination upholding the suspension. After such 180 day limitation period has elapsed, the contractor will be barred from seeking recourse in a court of law regarding the suspension. Such 180 day limitation period is necessary for SAWS to effectively administer the contracts to which it is a party. The 180 day limitation period applies only to the contractor's appeal of suspension and will not affect the obligations or rights of any party under a contract with regard to contract obligations and rights.
- I. The suspension and all other relevant provisions herein will remain in effect throughout any appeals process.
- J. For purposes of determining time periods, notices of appeal and requests for review by the President/CEO will be deemed filed when received by SAWS, and notices of decisions will be deemed given when deposited in the U.S.

Mail, certified mail, return receipt requested, addressed to the contractor at the address given on the notice of appeal or the contractor's last contract with SAWS.



**Exhibit C**  
**SECURITY PROCEDURES**

If work will be conducted on SAWS property, on SAWS infrastructure, on a SAWS customer's property, or involve any SAWS networks, or any SAWS facility, the Contractor shall provide background screening information of their employees and sub-contractors to CastleBranch, the SAWS-approved vendor of background screening services, at [sawsbackgroundcheck@castlebranch.com](mailto:sawsbackgroundcheck@castlebranch.com). Any person found to have an unacceptable background check will not be allowed to perform work under this Contract (however, at SAWS's sole discretion, a waiver may be given by SAWS Security for an unacceptable finding, provided that it must first be approved and signed off on by the Director of SAWS Security). Any sub-contractors performing work must also receive a background screening by CastleBranch. Contractor shall be responsible for the accuracy of information on the background screening information sent to [sawsbackgroundcheck@castlebranch.com](mailto:sawsbackgroundcheck@castlebranch.com). For further questions about background screening, call CastleBranch at 910-679-2979 or 888-723-4263 ext. 7857 and advise them the Contractor is working for SAWS. Once background screening is approved by SAWS Security, Contractor must also complete a Project Contractor Data Form ("PCDF"). The PCDF will be sent to [securitygroup@saws.org](mailto:securitygroup@saws.org). The PCDF is required for the Contractor and its sub-contractors to receive the required badges and parking tags necessary to fulfill the work under this Contract. The PCDF must be sent electronically to [securitygroup@saws.org](mailto:securitygroup@saws.org).

Each employee and agent of Contractor shall obtain a SAWS photo identification badge (a "Contractor's Badge") and parking tag prior to any work on SAWS property or asset, which shall be used only for purposes necessary to perform the work under this Contract. SAWS Badge Office hours are Monday, Wednesday and Friday from 9:00am to 12:00pm, excluding SAWS holidays (hours are subject to change). SAWS Security staff can be contacted at (210) 233-3177 or (210) 233-3338. Once the Project is completed, the Contractor shall return all Contractor Badges and parking tags to the Security Office. A Contractor who does not return the Contractor Badges or parking tags is not in compliance with these procedures.

SAWS facilities require a SAWS employee to physically escort the Contractor at all times. SAWS may, at its sole discretion, waive the escort requirements if the PCDF and a "clean" background screening from CastleBranch are approved. Waiver of the escort requirement shall only be through a written correspondence to Contractor from SAWS Security.

Sub-contractors must always be under escort of Contractor while performing work on any SAWS property or asset. Sub-contractors must display the Contractor's Badge at all times while working on any SAWS property or asset. Sub-contractors are required to complete a background screening and be listed on the PCDF regardless of receiving a Contractor's Badge. The Contractor is solely responsible for the actions of its employees, agents, sub-contractors and consultants.

Contractor shall advise their SAWS Project Manager/Inspector of any employee terminations or changes to personnel performing work under this Contract, and the Contractor shall immediately turn in any and all Contractor's Badges and/or parking tags of employees or agents who are terminated or no longer performing work under this Contract. If Contractor becomes aware of any changes in the information contained in the PCDF or the background screening information, Contractor shall immediately notify the SAWS Project Manager/Inspector and provide an updated PCDF to [securitygroup@saws.org](mailto:securitygroup@saws.org) and background screening information to [sawsbackgroundcheck@castlebranch.com](mailto:sawsbackgroundcheck@castlebranch.com).

Contractor is responsible for being in compliance with SAWS Security requirements and for maintaining security of SAWS property, infrastructure, SAWS customer's property, networks, and facilities for the length of the Project. Security incidents must be reported to SAWS Security immediately at (210) 233-3338.



If the Contractor plans to leave the site unsecure or open during the Project, they must provide a SAWS-approved security guard to monitor ingress and egress to the SAWS site.

If Contractor takes any action that diminishes the security of a SAWS site, Contractor will be responsible for providing additional security requirements at its expense. Some examples of additional requirements that SAWS may require include hiring of SAWS approved security guards, temporary fencing, mobile Closed Circuit Television Monitoring trailer(s), or extra lighting. Notwithstanding anything herein to the contrary, any provisions in these Security Procedures that may appear to give SAWS the right to direct Contractor as to details of doing any work under this Contract or to exercise a measure of control over any security measures or such work shall be deemed to mean that Contractor shall follow the desires of SAWS in the results of the work or security measures only.

Advance coordination by Contractor with SAWS Security for these security requirements is necessary to ensure no delays with timely performance of work. Any other provision of this Contract notwithstanding, in the event Contractor fails to comply with SAWS Security requirements, SAWS may, with no penalty, claim of any nature (including but not limited to breach of contract) against SAWS by the Contractor:

- Issue a Work Stoppage Order until the security violation (s) are remedied
- Ask any unidentified or improperly identified person or equipment to leave SAWS site immediately and not return until items or deficiencies are remedied to SAWS's satisfaction.



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Instructions for Completing the ACORD  
Certificate of Liability Insurance  
(Form – ACORD 25 [Version: 2016/03])**

1. **DATE (MM/DD/YYYY)** – this is the date the Certificate is generated;
  
2. **PRODUCER** – insert the complete name and address of the insurance agency or broker issuing this Certificate; in the adjacent cell (located just to the right of the PRODUCER cell) include CONTACT PERSON’s name, office phone, Fax number(s) and e-mail address.
  
3. **INSURED** – enter the complete legal name and address of the Consulting Firm, the Contractor’s Company or the Supplier’s Company (to include any dba used);

**4. INSURERS AFFORDING COVERAGE**

- a. **INSURER A** through **E** – enter the insurance carrier’s complete Operating Company name; **or**
- b. **NAIC #** - enter National Association of Insurance Commissioners (5 – digit) insurance carrier ID number.

**NOTE:**

If the name of the Insurer used cannot be located in the A.M. Best Directory, then the NAIC # will be required.

**5. CERTIFICATE NUMBER/REVISION NUMBER**

These two data fields, if utilized by the insurance agency or insurance broker, could be used as a quick reference number; SAWS does not require this to be used.

**6. COVERAGES**

- a. **INSURER Letter (INSR/LTR) column** - place the corresponding letter of the insurance carrier affording coverage by each respective type of insurance coverage;
  
- b. **TYPE OF INSURANCE:**
  - 1) **GENERAL LIABILITY:**
    - a) **COMMERCIAL GENERAL LIABILITY** – place an “X” in the space provided;
    - b) **OCCUR** (Occurrence based form) - place an “X” in the space provided;



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c) **GEN'L AGGREGATE LIMIT APPLIES PER:**

- For *Construction Contracts* - place an "X" in the box right in front of the word **PROJECT**; or
- For all *Other Contracts* - an "X" in the box right in front of either the word **POLICY** or **LOCATION** is acceptable.

d) **ADDL INSR and SUBR WVD** columns:

The two columns labeled **ADDL INSR** and **SUBR WVD** are provided to indicate by a check mark or an "X" whether this line of insurance coverage is endorsed with both the Additional Insured and the Waiver of Subrogation.

The use of these two columns **alone** does not meet SAWS Insurance Specifications.

SAWS requires the following specific endorsement wording for the Additional Insured and Waiver of Subrogation endorsements, to be inserted into the **DESCRIPTION OF OPERATIONS** section of the Certificate:

**Additional Insured:**

***Either use:***

“The Automobile Liability, **Commercial General Liability** and Umbrella Liability policies include a blanket automatic Additional Insured endorsement that provides additional insured status to the Certificate Holder (SAWS) and the City of San Antonio only when there is a written contract between the named Insured and the Certificate Holder that requires such status.”

***Or use:***

“The Automobile Liability, **Commercial General Liability** and Umbrella Liability policies are endorsed naming the San Antonio Water System and the City of San Antonio as an Additional Insured.”

**Waiver of Subrogation:**

***Either use:***

The Automobile Liability, **Commercial General Liability** and Workers' Compensation and Umbrella Liability policies include a blanket, automatic Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named Insured, the Certificate Holder (SAWS) and the City of

**Instructions for Completing the ACORD  
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San Antonio that requires such status.

***Or use:***

“The Automobile Liability, **Commercial General Liability**, Workers’ Compensation and Umbrella Liability policies are endorsed with the Waiver of Subrogation in favor of the San Antonio Water System and the City of San Antonio.”

- e) Enter complete **POLICY NUMBER, POLICY EFFECTIVE DATE (MM/DD/YYYY),** and **POLICY EXPIRATION DATE (MM/DD/YYYY)**;
- f) The minimum policy **LIMITS** for the Commercial General Liability coverage are as follows:

\$ 1,000,000.00	Occurrence Limit
2,000,000.00	General Aggregate
1,000,000.00	Products/Completed Operations Aggregate (See <b>NOTE</b> below)
1,000,000.00	Personal and Advertising Injury

**NOTE:**

The above limits for Products/Completed Operations Aggregate for all Construction Contracts is \$2 million.

2) **AUTOMOBILE LIABILITY:**

- a) Place an “X” in the box in front of each appropriate auto category for which coverage applies.
- b) **ADDL INSR and SUBR WVD** columns:

The two columns labeled **ADDL INSR** and **SUBR WVD** are provided to indicate by a check mark or an “X” whether this line of insurance coverage is endorsed with both the Additional Insured and the Waiver of Subrogation.

The use of these two columns **alone** does not meet SAWS Insurance Specifications.

SAWS requires the following specific endorsement wording for the Additional Insured and Waiver of Subrogation endorsements, to be inserted into the **DESCRIPTION OF OPERATIONS** section of the Certificate:

**Additional Insured:**

***Either use:***

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“The **Automobile Liability**, Commercial General Liability and Umbrella Liability policies include a blanket automatic Additional Insured endorsement that provides additional insured status to the Certificate Holder (SAWS) and the City of San Antonio only when there is a written contract between the named Insured and the Certificate Holder that requires such status.”

***Or use:***

“The **Automobile Liability**, Commercial General Liability and Umbrella Liability policies are endorsed naming the San Antonio Water System and the City of San Antonio as an Additional Insured.”

**Waiver of Subrogation:**

***Either use:***

The **Automobile Liability**, Commercial General Liability and Workers’ Compensation and Umbrella Liability policies include a blanket, automatic Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named Insured, the Certificate Holder (SAWS) and the City of San Antonio that requires such status.

***Or use:***

“The **Automobile Liability**, Commercial General Liability, Workers’ Compensation and Umbrella Liability policies are endorsed with the Waiver of Subrogation in favor of the San Antonio Water System and the City of San Antonio.”

- c) Enter complete **POLICY NUMBER, POLICY EFFECTIVE DATE (MM/DD/YYYY)**, and **POLICY EXPIRATION DATE (MM/DD/YYYY)**.
- d) The typical minimum limits of liability for bodily injury and property damage **combined** for this line of insurance coverage shall be not less than \$1,000,000.00 each accident.

**NOTE:**

If the Contractor’s Pollution Liability policy is required and the Contractor’s Pollution Liability policy **is not endorsed** to provide transportation coverage beyond the boundaries of the job site the Commercial/Business Automobile Liability policy must have the CA9948 endorsement (“**Pollution Liability – Broadened Coverage for Covered Autos – Business Auto, Motor Carrier and Truckers Coverage**” forms) - the following statement noting this endorsement shall be placed either in the blank area just below the **NON OWNED AUTOS** wording on the Certificate **or** in the **DESCRIPTION OF OPERATIONS** section of the Certificate:

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*“Contractor’s Commercial/Business Automobile Liability insurance coverage is endorsed with the CA9948 endorsement to provide transportation coverage beyond the boundaries of the job site.”*

Policy must also be endorsed with MCS90 endorsement when hazardous material(s) are being transported.

3) **EXCESS/UMBRELLA LIABILITY** (where applicable):

- a) Coverage form used - place an “X” in the appropriate box that identifies the coverage form under which this Policy is written: **UMBRELLA LIAB** or **EXCESS LIAB**; and
- b) Occurrence or Claims-Made basis - SAWS requires an “X” be placed in the box right in front of the word **OCCUR**;
- c) **ADDL INSR and SUBR WVD** columns:

The two columns labeled **ADDL INSR** and **SUBR WVD** are provided to indicate by a check mark or an “X” whether this line of insurance coverage is endorsed with both the Additional Insured and the Waiver of Subrogation.

The use of these two columns **alone** does not meet SAWS Insurance Specifications.

SAWS requires the following specific endorsement wording for the Additional Insured and Waiver of Subrogation endorsements, to be inserted into the **DESCRIPTION OF OPERATIONS** section of the Certificate:

**Additional Insured:**

***Either use:***

“The Automobile Liability, Commercial General Liability and **Umbrella Liability** policies include a blanket automatic Additional Insured endorsement that provides additional insured status to the Certificate Holder (SAWS) and the City of San Antonio only when there is a written contract between the named Insured and the Certificate Holder that requires such status.”

***Or use:***

“The Automobile Liability, Commercial General Liability and **Umbrella Liability** policies are endorsed naming the San Antonio Water System and the City of San Antonio as an Additional Insured.”

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**Waiver of Subrogation:**

***Either use:***

The Automobile Liability, Commercial General Liability and Workers' Compensation and **Umbrella Liability** policies include a blanket, automatic Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named Insured, the Certificate Holder (SAWS) and the City of San Antonio that requires such status.

***Or use:***

“The Automobile Liability, Commercial General Liability, Workers' Compensation and **Umbrella Liability** policies are endorsed with the Waiver of Subrogation in favor of the San Antonio Water System and the City of San Antonio.”

d) Enter complete **POLICY NUMBER, POLICY EFFECTIVE DATE (MM/DD/YYYY),** and **POLICY EXPIRATION DATE (MM/DD/YYYY).**

e) The minimum limits\* of liability for this line of insurance coverage shall be:

<u>\$ 2,000,000.00</u>	<u>Occurrence Limit</u>
<u>2,000,000.00</u>	<u>General Aggregate</u>

\*The above limits may vary from \$5 million to \$50 million depending on the degree of and potential for greater liability exposure to SAWS. Check the General Conditions – Special Conditions section of the Bid document for the increased coverage limits.

4) **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY:**

a) Answer the Question: ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below.

b) **ADDL INSR and SUBR WVD** columns:

The two columns labeled **ADDL INSR** and **SUBR WVD** are provided to indicate by a check mark or an “X” whether this line of insurance coverage is endorsed with both the Additional Insured (which is not required by SAWS) and the Waiver of Subrogation. With this line of coverage “N/A” is already placed in the Additional Insured column on the form.

The use of the Waiver of Subrogation column **alone** does not meet SAWS Insurance Specifications.

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SAWS requires the following specific endorsement wording for only the Waiver of Subrogation endorsement, to be inserted into the **DESCRIPTION OF OPERATIONS** section of the Certificate:

**Waiver of Subrogation:**

*Either use:*

The Automobile Liability, Commercial General Liability and **Workers' Compensation** and Umbrella Liability policies include a blanket, automatic Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named Insured, the Certificate Holder (SAWS) and the City of San Antonio that requires such status.

*Or use:*

“The Automobile Liability, Commercial General Liability, **Workers' Compensation** and Umbrella Liability policies are endorsed with the Waiver of Subrogation in favor of the San Antonio Water System and the City of San Antonio.”

- c) Enter complete **POLICY NUMBER, POLICY EFFECTIVE DATE (MM/DD/YYYY),** and **POLICY EXPIRATION DATE (MM/DD/YYYY).**

- d) **WORKERS' COMPENSATION (“WC”):**

SAWS requires having an “X” entered in the box right in front of the words **WC STATUTORY LIMITS.**

- d) **EMPLOYERS' LIABILITY (“E.L.”):**

The minimum policy limits of liability shall not be less than:

\$ 1,000,000.00	E.L. each Accident
1,000,000.00	E.L. Disease - Each Employee
1,000,000.00	E.L. Disease - Policy Limit

- 5) **Row of blank cells** located immediately below the **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** row:

- a) This empty slot of spaces is typically used for such lines of coverage as **PROFESSIONAL (Engineer's & Architect's E&O) LIABILITY, CONTRACTOR'S POLLUTION LIABILITY, COMMERCIAL CRIME** and/or **BUILDER'S RISK** lines of insurance coverage.

- b) **ADDL INSR and SUBR WVD** columns:

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The two columns labeled **ADDL INSR** and **SUBR WVD** are provided to indicate by a check mark or an “X” whether this line of insurance coverage is endorsed with both the Additional Insured and the Waiver of Subrogation.

Since SAWS does not require the PROFESSIONAL (Engineer’s & Architect’s E&O) LIABILITY, CONTRACTOR’S POLLUTION LIABILITY, COMMERCIAL CRIME and/or BUILDER’S RISK lines of insurance coverage to be endorsed with either of the Additional Insured or the Waiver of Subrogation endorsements, do not place anything in either of the **ADDL INSR** or **SUBR WVD** columns.

- c) Enter complete **POLICY NUMBER, POLICY EFFECTIVE DATE (MM/DD/YYYY),** and **POLICY EXPIRATION DATE (MM/DD/YYYY).**
- d) The minimum limits (the per occurrence/claims-reported limit as well as the policy aggregate limit) for whichever TYPE OF INSURANCE coverage you are declaring in this OTHER space must match with or exceed limits stated in the Insurance Specifications/Requirements contained in the respective Construction Bid, RFP or RFQ document.

**NOTE:**

- 1. If the line of insurance coverage is either for Professional Liability or Contractor’s Pollution Liability, identify in the **DESCRIPTION OF OPERATIONS** section of the Certificate the coverage form under which the respective line of coverage is written – either:
  - a. Claims-made form; **or**
  - b. Occurrence basis.
- 2. In instances where the coverage form used is Claims-made include the “Retro- Active date” according to the following:
  - a. For all contracts requiring Professional Liability and/or Contractor’s Pollution Liability coverage, the “**Retro-Active date**” shall be the Project start date or earlier and must be identified in the **DESCRIPTION OF OPERATIONS** section of the Certificate.
  - b. That date must be maintained (carried forward) as the “**Retro-Active date**” throughout the life of the Project/Contract to include the two-year warranty period (if required) following the close out of the Project/Contract.
- 3. If the Occurrence based coverage form is declared, no further information is required; and



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4. If the Contractor’s Pollution Liability insurance coverage is required, the policy shall be endorsed to provide transportation coverage beyond the boundaries of the job site—the following statement noting this endorsement shall be placed in the **DESCRIPTION OF OPERATIONS** section of the Certificate;

*“Contractor’s Pollution Liability insurance coverage is endorsed to provide transportation coverage beyond the boundaries of the job site.”*

If the Contractor’s Pollution Liability policy is **not endorsed** to provide transportation coverage beyond the boundaries of the job site then the Commercial/Business Automobile Liability policy must have the CA9948 endorsement (“**Pollution Liability – Broadened Coverage for Covered Autos – Business Auto, Motor Carrier and Truckers Coverage**” forms) - the following statement noting this endorsement shall be placed either in the blank area just below the NON\_OWNED AUTOS wording on the Certificate **or** in the **DESCRIPTION OF OPERATIONS** section of the Certificate:

*“Contractor’s Commercial/Business Automobile Liability insurance coverage is endorsed with the CA9948 endorsement to provide transportation coverage beyond the boundaries of the job site.”*

Policy must also be endorsed with MCS90 endorsement when hazardous material(s) are being transported.

**7. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS  
ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

**a. DESCRIPTION OF OPERATIONS:**

- 1) Enter in this space the SAWS’ Job, Contract and/or Project number such as 09-1111 **or** P-09-011-MR;
- 2) The Project or Contract name may be included but is not required - such as “42” Water Main replacement Maltsberger from Loop 410 to U.S. 281 at Isom Road Engineering Design Project **or** Construct 1 MG Composite Potable Water Elevated Storage Tank.

**b. Where applicable or as needed, enter into this section, the DESCRIPTIONS of LOCATIONS, VEHICLES and/or EXCLUSIONS ADDED BY ENDORSEMENT.**

**c. DESCRIPTION OF SPECIAL PROVISIONS:**

SPECIAL PROVISIONS to SAWS would include the wording for the Additional Insured and



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**8. CERTIFICATE HOLDER**

SAWS shall be shown as the Certificate Holder in the Certificate Holder section located in the bottom half of the standard ACORD Certificate forms as follows:

**San Antonio Water System  
City of San Antonio  
2800 US Hwy 281 N  
San Antonio, TX 78212**

**9. CANCELLATION**

Despite the wording in this section of the Certificate SAWS requires the following wording to be inserted into the **DESCRIPTION OF OPERATIONS** section of the Certificate:

**30-day Notice of Cancellation:**

“Each of the above described policies is so endorsed requiring SAWS and the City of San Antonio to be provided thirty (30) calendar days, advance written notice of cancellation or non-renewal, and not less than ten (10) calendar days advance written notice for nonpayment of premium.”

**10. AUTHORIZED REPRESENTATIVE**

The original certificate(s) or form must include at least one of the below acceptable names/signatures:

- a. Agency’s Authorized person’s (wet or stamped) signature;
- b. Agent's (wet or stamped) signature; or
- c. Agent's typed in name.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE   <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ \$
	<b>UMBRELLA LIAB</b>   <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b>   <input checked="" type="checkbox"/> CLAIMS-MADE DED   RETENTION \$						EACH OCCURRENCE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE   <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Waiver of Subrogation endorsements, declaring the type of policy coverage under which the Professional and Contractor’s Pollution Liability policies are written, 30-day Notice of Cancellation, and other miscellaneous information that may be required; the wording may require a second page to complete.

**Special ENDORSEMENT’s** wording required on the Certificate:

**Additional Insured:**

*Either use:*

“The Automobile Liability, Commercial General Liability and **Umbrella Liability** policies include a blanket automatic Additional Insured endorsement that provides additional insured status to the Certificate Holder (SAWS) and the City of San Antonio only when there is a written contract between the named Insured and the Certificate Holder that requires such status.”

*Or use:*

“The Automobile Liability, Commercial General Liability and **Umbrella Liability** policies are endorsed naming the San Antonio Water System and the City of San Antonio as an Additional Insured.”

**Waiver of Subrogation:**

*Either use:*

The Automobile Liability, Commercial General Liability and Workers’ Compensation and **Umbrella Liability** policies include a blanket, automatic Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named Insured, the Certificate Holder (SAWS) and the City of San Antonio that requires such status.

*Or use:*

“The Automobile Liability, Commercial General Liability, Workers’ Compensation and **Umbrella Liability** policies are endorsed with the Waiver of Subrogation in favor of the San Antonio Water System and the City of San Antonio.”

**30-day Notice of Cancellation:**

“Each of the above described policies is so endorsed requiring SAWS and the City of San Antonio to be provided thirty (30) calendar days, advance written notice of cancellation or non-renewal, and not less than ten (10) calendar days advance written notice for nonpayment of premium.”

# Supplemental Conditions

## INSTRUCTIONS TO BIDDERS

24. To assist the San Antonio Water System Contracting Office in performing the bidder evaluation and subsequent recommendation of award, the apparent low bidder must submit upon request the following items within one (1) business day of the bid opening. Failure to provide the required information within the specific time, may result in determining a non-responsive bidder:

- (a) An information packet on company showing experience, organization and equipment.
- (b) A statement regarding ability to complete the project within the schedule taking into account existing commitments.
- (c) Statement of Bidder's Experience form(s)
- (d) A completed and signed W-9 Request for Taxpayer Identification Number and Certification form.
- (e) Conflict of Interest Questionnaire - Form CIQ
- (f) Proof of Insurability (Letter from Insurer or Sample Certificate of Insurance)
- (g) Detailed baseline schedule

All other sections of the Instructions to Bidders shall remain the same.

## ARTICLE IV- CONTRACT ADMINISTRATION

Section 4.4 of the general conditions shall be amended to add the following:

**CONTRACTORS** – The Contractor shall perform the Work with its own organization on at least 40% of the total original contract price.

The term to “perform the Work with its own organization” is defined herein as utilizing only:

- Workers employed and paid directly by the Contractor or a wholly owned subsidiary of the contractor.
- Equipment owned by the contractor or its wholly owned subsidiary.
- Rented or leased equipment operated by the Contractor's, or its wholly owned subsidiaries, employees.
- For purposes of determining the value of the Work self performed, the amount shall include all materials incorporated into the Work where the majority of the value of the Work involved in incorporating the material is performed by the Contractor's own Organization, including wholly owned subsidiary; and
- Labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor code for non supervisory personnel if the contractor or wholly owned subsidiary maintains direct control over the labor.

Remove Section 4.6.2.1 in its entirety and replace with the following:

**TERMINATION FOR CONVENIENCE** - The right to terminate this Contract for the convenience of Owner (including, but not limited to, non-appropriation of funding) expressly is retained by Owner. In the event of a termination for convenience by Owner, Owner shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Owner, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the Project site or away from the Project site, as approved in writing by Owner, but not yet paid for and which cannot be returned; and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Owner in connection with the Work in place which is completed as of the date of termination by Owner and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Work not performed or for consequential damages of any kind or unabsorbed overhead, opportunity costs or other damages as a result of a termination for convenience under this section. In addition, any amount payable to the Contractor pursuant to this section shall be reduced in the amount of (1) any claim Owner may have against the Contractor under this Contract, and (2) the fair value, as determined by Owner, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to Owner, excluding normal spoilage and except to the extent that Owner shall have otherwise expressly assumed the risk of loss with respect to such property hereunder.

Remove Section 4.9.2 of the general conditions and replace with the following:

The Contractor shall not, except upon procuring written consent from proper private parties, enter or occupy with men, tools, materials, or equipment, any privately owned land except for those on easements or rights of entry provided herein by SAWS. Contractor must submit a copy of the written consent from the land owner to SAWS.

The remaining sections of Article IV shall remain the same.

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**ARTICLE V – CONTRACT RESPONSIBILITIES** Remove Section 5.7.1.1.7.8 in its entirety. Installation Floater - Physical Damage Insurance which insures SAWS and the City for damages to all Property Purchased for, or Assigned to, the Project commencing on the start date through completion. Policy limits shall be in an amount equal to the total contract cost contracted herewith. The policy form shall be an All Risk form and shall include coverage for both during transit and while stored at the work site.

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## **ARTICLE VI – CONTRACT CHANGES**

6.4 Delete section 6.4 in its entirety.

6.6 Delete section 6.6 in its entirety.

The remaining sections of Article VI shall remain the same.

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**ARTICLE VIII. - CONTRACT COMPLETION TIME**

Section 8.6 Liquidated Damages for Failure to Complete on Time: of the General Conditions shall be amended as follows:

Add the following to the end of the paragraph:

Liquidated Damages, for the purpose of this contract, will be assessed at \$500 per day.

The remaining sections of Article VIII shall remain the same.

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## **SPECIAL CONDITIONS**

### **PART 1 PROJECT REQUIREMENTS**

#### **1.1 ACCESS GATES**

- A. At all times during the project, the CONTRACTOR shall ensure on a daily basis that all internal and external gates at the work site are returned to their original open/closed status prior to the contractor's arrival at the site. The CONTRACTOR shall be liable to the well owner for the replacement cost of any private property damaged, stolen, or lost because of a violation of this condition.
- B. With permission from the well owner, the CONTRACTOR shall provide a suitably secure combination lock to "lock through" the well owner's personal lock in order to allow the CONTRACTOR access to the work site when the well owner is not present.
- C. The CONTRACTOR will provide the OWNER and the well owner with the combination to the CONTRACTOR'S lock, and will move the CONTRACTOR lock promptly upon completion of the work.

#### **1.2 ASSIGNMENT OF WORK**

- A. Work will be assigned on a Task Order basis to the CONTRACTOR. CONTRACTOR will demonstrate that he can provide adequate equipment and personnel to be able to complete work on a minimum of two Task Orders simultaneously with the bid. (See Statement of Bidder's Experience Form).

#### **1.3 CONTRACTOR LICENSING**

- A. Pump Operations – The CONTRACTOR shall provide a Pump Installer licensed by the Texas Department of Licensing and Registration (TDLR), to be approved by SAWS, on site during all work on the pump system. Pump Installers without a current license will not be allowed to complete assigned work. CONTRACTOR will not be reimbursed for work performed by an unlicensed pump installer.

- B. Drilling Operations – The CONTRACTOR shall provide a Water Well Driller licensed by the Texas Department of Licensing and Registration (TDLR), to be approved by SAWS, on site during all drilling and testing operations. Water Well Drillers without a current drilling license will not be allowed to perform assigned work. CONTRACTOR will not be reimbursed for work performed by an unlicensed well driller.
- C. Plugging Operations – The CONTRACTOR shall provide a Pump Installer or Water Well Driller licensed by the Texas Department of Licensing and Registration (TDLR), to be approved by SAWS, on site during all plugging operations. Water Well Drillers or Pump Installers without a current license will not be allowed to complete assigned work. CONTRACTOR will not be reimbursed for work performed by an unlicensed water well driller or pump installer.

#### 1.4 PERFORMANCE TIME

##### A. General

1. Performance time assumes all relevant submittals have been approved prior to Task Order issuance.
2. The project completion date is January 27, 2023.

##### B. Pump Operations

1. The CONTRACTOR shall mobilize to the site on the scheduled date, or within three (3) working days of the initial acceptance of the Task Order, for diagnostics and mitigation work.
2. Upon mobilization, the time of completion for diagnostic Task Orders shall be one (1) working day, unless otherwise authorized by the OWNER, in order to prevent disruption of water production for residential and agricultural/livestock use.
3. Upon mobilization, the time of completion for mitigation Task Orders shall be two (2) working days, unless otherwise authorized by the OWNER.
4. If CONTRACTOR fails to complete the Task Order assignment within the specified amount of time for diagnostics and mitigation work, liquidated damages shall be assessed by SAWS, as outlined in the Supplemental Conditions, in order to cover any damages resulting from the inability of the well owner to utilize the well, including provisions for providing potable water for domestic use, and/or non-potable water for livestock use and irrigation.



C. Drilling Operations

1. All drilling shall be complete by the project completion date.

1.5 PAYMENT

A. Mobilization, Demobilization, & Site Restoration

1. Compensation for mobilization, demobilization, and site restoration is subsidiary to the cost of work in each Task order. Additional compensation will not be allowed.

B. Pump Operations

1. Payment for each diagnostic and non-diagnostic Task Order will not be made until the completed work has been inspected and approved by the OWNER and all of the necessary submittals have been submitted to the OWNER.
2. The CONTRACTOR shall bear all costs necessary to correct problems resulting from deficient work that does not meet specifications set forth in this Contract. The CONTRACTOR shall not seek nor receive additional payment for correcting deficient work.
3. CONTRACTOR shall bear all costs necessary to remove (“fish”) equipment or foreign objects introduced into the well due to CONTRACTOR negligence. CONTRACTOR shall bear all costs of replacing equipment or restoring wells damaged by such negligence.

C. Drilling Operations

1. Upon receiving a Task Order from the OWNER for a specified job, the CONTRACTOR may submit an invoice requesting payment for the cost of drilling the test hole, and performing a geophysical log of the test hole (if logging is performed by CONTRACTOR).
2. Payment for installing the casing and screen, gravel pack, annular grouting, well pad installation, well disinfection, and the pump test will not be made until the well has been inspected and approved by the OWNER.
3. The CONTRACTOR shall bear all costs necessary to correct problems with deficient well construction that does not meet specifications set forth in this Contract. The CONTRACTOR shall not seek nor receive additional payment for correcting deficient well construction.

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4. Upon completion of well construction, CONTRACTOR shall restore site to previous conditions. CONTRACTOR shall not seek additional reimbursement for materials and labor necessary to complete site restoration.

**END OF SPECIAL CONDITIONS**

## SECTION 001 GENERAL REQUIREMENTS

### PART 1 GENERAL

#### 1.1. WORK SCOPE

- A. The work completed under this project will be performed in the following sequence:
1. Water Well Diagnostics
    - a. No work shall be initiated until CONTRACTOR has received a Task Order from OWNER outlining the work and the date the work is to be performed.
    - b. Mobilize crew and equipment to site on the required date.
    - c. Complete Task Order work as outlined in Section 004 Well Diagnostics and Mitigation.
    - d. Demobilize crew and equipment from site.
    - e. Restore site to original conditions.
    - f. Prepare and submit Water Well Diagnostics Report.
  2. Well Mitigation
    - a. No work shall be initiated until CONTRACTOR has received a Task Order from OWNER outlining the work to be performed, the materials needed, and the date the work is to be performed.
    - b. Mobilize crew and equipment to site on the required date.
    - c. Complete Task Order work as outlined in Section 004 Well Diagnostics and Mitigation.
    - d. Demobilize crew and equipment from site.
    - e. Restore site to original conditions.
    - f. Prepare and submit Water Well Start-Up Report.
  3. Well Construction
    - a. No work shall be initiated until CONTRACTOR has received a Task Order from OWNER outlining the work and the date the work is to be performed.
    - b. Attend mandatory pre-drilling meeting with well owner and OWNER.
    - c. Obtain all necessary permits, registrations, or authorizations from appropriate state and local agencies to drill well.
    - d. Mobilize drilling equipment to the proposed well location.
    - e. Complete Task Order work as outlined in Section 005 – Small Capacity Well Construction.

- f. After well completion, perform system start-up and complete Water Well Start-up Report as specified in Section 004
  - g. Prepare and submit Water Well Completion Report as per state and local requirements.
  - h. Demobilize crew and equipment from site.
  - i. Restore site to original conditions
  - j. Provide OWNER with three (3) copies of the administratively complete and accepted State Water Well Completion report.
4. Well Plugging
- a. No work shall be initiated until CONTRACTOR has received a Task Order from OWNER outlining the work to be performed, the materials needed, and the date the work is to be performed.
  - b. Mobilize crew and equipment to site on the required date.
  - c. Obtain all necessary permits and authorizations to plug well.
  - d. Mobilize crew and equipment to site on the required date.
  - e. Agree upon a Site Protection Plan with OWNER and the private well owner.
  - f. Plug well according to all state and local guidelines and Section 007 Well Plugging.
  - g. Demobilize crew and equipment from site.
  - h. Restore site to original conditions
  - i. Prepare and submit Well Plugging report as per state and local requirements.
  - j. Provide OWNER with three (3) copies of administratively complete and accepted State well plugging report.
- B. CONTRACTOR shall furnish all materials, equipment, tools, labor and all other services necessary to complete the above scope of work. Extra payment for the rental of any equipment that is required to complete the work in place will not be allowed unless otherwise specified by OWNER.
- C. CONTRACTOR shall be responsible for obtaining all applicable state, local and federal permits and registrations, and for paying all associated fees necessary for drilling or plugging water wells.
- D. The Work will be located in Atascosa, Bexar, and Wilson Counties, Texas.

## 1.2. COMPLIANCE WITH GOVERNMENT REGULATIONS

- A. Work Performed shall be in strict conformance with all laws, rules, regulations, and standards governing water wells in the State of Texas and Atascosa, Bexar, and Wilson Counties.
- B. The CONTRACTOR shall:

1. Obtain all necessary permits for well drilling and plugging operations and pay related fees to the appropriate local, state, or federal agencies.
2. Construct wells in strict conformance with all laws, rules, regulations, and standards governing the construction of water wells in the State of Texas and Atascosa, Bexar, and Wilson Counties, including regulations imposed by applicable governing groundwater conservation districts.
3. Provide a Texas licensed pump installer to remain onsite during all diagnostics and related pump removal/installation operations at the site.
4. Provide a Texas licensed water well driller to remain onsite during all well construction and completion operations at the site.
5. Provide a Texas licensed water well driller or pump installer to remain onsite during all well plugging operations at the site.

## **PART 2 SEQUENCE OF OPERATIONS**

### **2.1. SCHEDULING**

- A. No work shall proceed until the CONTRACTOR has received a Task Order from the OWNER.
- B. **ALL work shall be scheduled in advance** by the CONTRACTOR to be compatible with the schedule of the well owner and OWNER. The CONTRACTOR shall have no expectation to be granted “on-demand” or “on the fly” site access or authorization to perform contract work.
- C. CONTRACTOR will not be permitted to perform contract work or access work site without approval of OWNER.
- D. The CONTRACTOR will provide a minimum of 48-hour notice to OWNER prior to pump and/or motor removal or installation, geophysical logging, downhole video surveying, performance test completion or well construction.
- E. Work on or near existing structures and facilities shall be performed on a schedule and in a manner that will not interfere with normal operations of the well owner or lessee.

## **PART 3 SITE CONDITIONS**

### **3.1. WORK SITE CLEANLINESS**

- A. CONTRACTOR shall maintain the work site in a neat and professional manner at all times. CONTRACTOR shall be respectful of private property and address well owner concerns in a timely and professional manner.
- B. Refuse and excess materials generated during the work shall be collected and disposed of properly at the end of each work day. All equipment and materials stored on site during assigned work shall be done so in a neat manner, with CONTRACTOR making reasonable effort to minimize impact and working footprint on the property.

3.2. CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Where the CONTRACTOR'S operations could cause damage or inconvenience to telephone, power, cable television, oil, gas, water, sewer, or irrigation systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the CONTRACTOR.
- B. Notify all utility offices that are affected by the construction operation at least 48 hours in advance. Under no circumstances expose any utility or conduct any excavation without first obtaining permission from the appropriate agency or the OWNER. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities.
- C. The CONTRACTOR shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.
- D. Neither the OWNER nor its officers or agents shall be responsible to the CONTRACTOR for damages as a result of the CONTRACTOR'S failure to protect utilities encountered in the work.
- E. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to CONTRACTOR'S operations, promptly notify the OWNER and proper entity. Cooperate with OWNER and said authority in restoration of services as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is granted.
- F. The CONTRACTOR shall replace, at his own expense, all existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Documents or ordered by the OWNER in writing.

### 3.3. INTERFERING STRUCTURES

- A. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground.
- B. When necessary to remove a pump house or other structure to perform assigned mitigation work, the CONTRACTOR shall first obtain permission from the well owner and reach an agreement on how the structure will be removed and replaced. Damages to the pump house during removal and/or installation shall be the responsibility of the CONTRACTOR.
- C. Protect underground and above ground existing structure from damage, whether or not they lie within the limits of the work site. Where such existing fences, gates, barns, sheds, buildings, or any other structures must be removed in order to properly carry out the construction, or are damaged during construction, restore to their original condition to the satisfaction of the property owner involved at the CONTRACTOR'S own expense. Notify the OWNER of any damaged underground structure, and make repairs or replacement before backfilling.
- D. Without additional compensation, and with prior approval by the OWNER and well owner, the CONTRACTOR may remove and replace in a condition as good as or better than original, such small miscellaneous structures as fences, mailboxes, and signposts that interfere with the CONTRACTOR'S operations.
- E. The CONTRACTOR shall request and receive written notification from OWNER and well owner before cutting, removing, or otherwise impacting trees, sod, and/or ornamental plant material. Any such material cut or removed by the CONTRACTOR shall be hauled off site and disposed of properly by the CONTRACTOR in a timely manner after completion of the assigned work.

## **PART 4 TEMPORARY CONSTRUCTION UTILITIES AND FACILITIES**

### 4.1 DRILLING FLUID HANDLING SYSTEM

- A. All piping and settling tanks will be constructed above existing grade if the conditions at the site do not allow for the excavation of temporary facilities, as specified by the OWNER.
- B. The drilling fluid handling system and associated pumping equipment shall be maintained in such manner to prevent mud from leaking out and pooling or ponding on the ground surface. When mud leaks occur CONTRACTOR shall take immediate action to correct the problem and contain the leak.

- C. The CONTRACTOR shall construct temporary fencing as necessary around equipment, materials, settling tanks, etc. to prevent accidental access by humans and livestock present at the drilling site.

#### 4.2 TEMPORARY WATER

- A. The CONTRACTOR is responsible for providing potable water to the drilling and plugging locations. Water must be from a source approved by OWNER. Water is available at the Twin Oaks ASR Plant for drilling and plugging operations around the ASR plant. Water is currently not guaranteed to be available from SAWS should mitigation be required in Atascosa or Wilson Counties.
- B. Water provided for temporary domestic use shall be delivered by the CONTRACTOR in a vessel certified and approved for potable water delivery by the Texas Commission on Environmental Quality (TCEQ).
- C. CONTRACTOR shall document the amount of water utilized from any SAWS facility and submit a monthly Contractor Tank Truck Water Use Log to OWNER.

#### 4.3 TEMPORARY ELECTRIC POWER

- A. The CONTRACTOR shall make his own arrangements for electric power at the drilling location.

#### 4.4 SAFETY REQUIREMENTS FOR TEMPORARY ELECTRIC POWER

- A. Temporary electric power installation shall meet the construction safety requirements of OSHA, state, and other governing agencies.

#### 4.5 SANITARY FACILITIES

- A. If specified by OWNER, the CONTRACTOR shall provide a chemical toilet of suitable type and maintain the facility in a sanitary condition at all times. The chemical toilet shall be of watertight construction so that no contamination of the area can result from its use. The facility shall conform to code requirements and be acceptable to sanitary authorities. Upon completion of the work, the sanitary facility shall be removed and the area restored to its original condition.

#### 4.6 STORAGE OF MATERIALS

- A. Materials shall be so stored as to ensure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or on another hard, clean surface, and not on the ground. Stored materials shall be located so as to facilitate prompt inspection. Private



property shall not be used for storage purposes without the written permission of the Property Owner.

- B. Reasonable precautions such as temporary fencing or other means shall be taken to prevent humans and livestock from accessing materials and supplies stored on site during diagnostics, mitigation, drilling, or plugging operations.
- C. A fenced location within the SAWS Twin Oaks Aquifer Storage and Recovery (ASR) Plant will be provided for use by the CONTRACTOR during performance of the Work. The area will be shared by others under contract with the OWNER and should not be considered secure. Equipment or machinery stored at the ASR Plant shall be free of fluid leaks of any kind. CONTRACTOR shall be responsible for clean-up, removal, and remediation of any fluids leaking from CONTRACTOR'S equipment.

## **PART 5 SUBMITTALS**

### **5.1 QUALITY CONTROL SUBMITTALS**

#### **A. Certificates:**

- 1. **Manufacturer's Certificate of Compliance:**
  - a. When specified in individual Specification sections or where products are specified to a recognized standard or code, submit prior to shipment of product or material to the site.
  - b. OWNER may permit use of certain materials or assemblies prior to sampling and testing if accompanied by accepted certification of compliance.
  - c. Signed by product manufacturer certifying that materials, manufacture, and product specified conforms to or exceeds specified requirements and intent for which product will be used. Submit supporting reference data, affidavits, and certifications as appropriate.
  - d. May reflect recent or previous test results on material or product, but must be acceptable to OWNER.
- 2. **Certificates of Successful Testing or Inspection:** Submit when testing or inspection is required by Laws and Regulations or governing agency or specified in the individual Specification sections.

- B. **Statements of Qualification:** Evidence of qualification, certification, or registration. As required in these Contract Documents to verify qualifications of professional land surveyors, engineers, materials testing laboratories, specialty Subcontractors, trades, specialists, installers, and other professionals.

- C. Field Samples: Provide as required by individual Specifications and as may be required by OWNER during progress of Work.
- D. Bacteriological Analysis Report: Test results provided by State certified laboratory.
- E. Cementing Report: Copy of report from CONTRACTOR or approved subcontractor detailing placement of cement, to include cement and/or grout properties and quantities used.
- F. State of Texas Well Reports: Administratively complete and accepted well completion or plugging reports.
- G. Permits or Registration Forms: Copies of all permits or registration forms required to complete well construction or plugging activities.
- H. Written Test Reports of Each Test and Inspection: Submit upon availability. As a minimum, include the following:
  - 1. Date of test and date issued, Project title and number, testing laboratory name, address, and telephone number, and name and signature of laboratory inspector.
  - 2. Date and time of sampling or inspection and record of temperature and weather conditions.
  - 3. Identification of product and Specification section, location of Sample, test or inspection in the Project, type of inspection or test with referenced standard or code, certified results of test.
  - 4. Compliance with Contract Documents, and identifying corrective action necessary to bring materials and equipment into compliance.
  - 5. Provide an interpretation of test results, when requested by OWNER.
- I. Contractor Tank Truck Water Use Log.

END OF SECTION

**SECTION 002  
MEASUREMENT AND PAYMENT**

**PART 1 GENERAL**

1.1 DESCRIPTION OF WORK

- A. This section defines the method, which will be used to determine the quantities of work performed, or materials supplied, and establishes the basis upon which payment will be made. The item descriptions listed herein are general descriptions of the work required. The actual requirements for each item, along with more detailed descriptions, can be found in the adjoining contract documents.

1.2 ESTIMATED QUANTITIES

- A. The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. The OWNER makes no guaranties of the final quantities, either implied or written, nor shall the CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for satisfactorily completed quantity of each item.

1.3 WORK OUTSIDE AUTHORIZED LIMITS

- A. No payment will be made for work constructed outside the authorized limits of work.

1.4 MEASUREMENT STANDARDS

- A. Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically. All well depths are measured from land surface.
- B. For the purpose of determining the value of the work, column pipe and pump diameters referenced in the Bid Proposal are the nominal diameter of the installed components. The well diameter referenced in the individual Parts of the Bid Proposal is the nominal diameter of the well casing installed and includes all items associated with that Part of the Bid Proposal, without regard to the installed diameter of the individual well components.

1.5 AREA MEASUREMENTS

- A. In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

## 1.6 LUMP SUM ITEMS

- A. Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum items. Lump sum contract items shall be complete, tested and fully operable prior to request for final payment.
- B. All items include, but are not limited to, all materials, tools, labor, equipment, supplies, permits, removal and disposal of waste or excess materials, etc. necessary to have the items completed/installed, tested, accepted, and ready for use for intended purpose. CONTRACTOR will not receive extra compensation for rig time or Stand-by Time unless specifically noted.

## 1.7 UNIT PRICE ITEMS

- A. Separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work shall be considered to be included in the scope of the appropriate listed work items.
- B. All items include, but are not limited to, all materials, tools, labor, equipment, supplies, permits, removal and disposal of waste or excess materials, etc. necessary to have the items completed/installed, tested, accepted, and ready for use for intended purpose. CONTRACTOR will not receive extra compensation for rig time or stand-by time unless specifically noted.
- C. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work:
  - 1. Acquisition of insurance, bonds, OWNER indemnification, permits, and registrations.
  - 2. Shop Drawings, Working Drawings.
  - 3. Equipment rentals.
  - 4. Clearing, grubbing and grading except as hereinafter specified.
  - 5. Replacement of trees, landscaping materials, fencing, shrubbery plots, and unpaved roadways.
  - 6. Cleanup and miscellaneous work.
  - 7. Maintaining or detouring of traffic.
  - 8. As-built Record Drawings.

- D. Final payments shall not be requested by the CONTRACTOR or made by the OWNER until all Contract deliverables have been submitted and approved by the OWNER.

## 1.8 MEASUREMENT AND PAYMENT

### A. Part 1: Diagnostic Evaluation

#### 1. Item No. 1.01 – Pump Removal:

- a. Description - The CONTRACTOR shall provide all labor, supervision, tools, equipment, materials, and all other incidentals necessary to extract the pump and column pipe assembly from the well for the purpose of assessing well and pump conditions. This item includes all work associated with pulling the pump, including provision of all items necessary to complete the work in place.
- b. Measurement - Measurement of this item, “Pump Removal” will be based on the number of pumps extracted in accordance with the Contract Documents.
- c. Payment - Payment for this item shall be at the unit price per each pump extracted as indicated in the Bid Proposal, which price shall constitute full compensation for the completed Work all in accordance with the Contract Documents.

#### 2. Item No. 1.02 – Pump Installation:

- a. Description - The CONTRACTOR shall provide all labor, supervision, tools, equipment, materials, and all other incidentals necessary to re-install the existing pump and column pipe assembly following the diagnostic evaluation. This item also includes the installation of new materials as directed by the Task Order. This item includes all work required for installing the pump and column pipe assembly, and conducting the required performance test, including provision of all items necessary to complete the work in place.
- b. Measurement – Measurement of this item will be based on the number of pumps installed, tested, and accepted in accordance with the Contract Documents.
- c. Payment – Payment for this item shall be at the unit price per each pump installed as indicated in the Bid Proposal, which price shall constitute full compensation for the completed Work. Payment for this item will not be made until CONTRACTOR submits documentation from the Performance Test in accordance with the Contract Documents.

### B. Part 2: Submersible Pump System Components.

#### 1. Item No. 2.01 – Furnish & Install #8 Submersible Cable:

## SECTION 002 MEASUREMENT AND PAYMENT

- a. Description - This item includes all work associated with furnishing and installing the submersible cable. The work includes, but is not limited to, providing all materials, tools, equipment, supplies, labor, supervision, permits, removal and disposal of waste and excess materials, and all other incidentals necessary to have the submersible cable installed, tested, and accepted, and ready for its intended purpose.
  - b. Measurement - Measurement of this item will be based on the number of linear feet of submersible cable installed, tested, and accepted, all in accordance with the Contract Documents.
  - c. Payment - Payment for this item shall be at the unit price per linear foot indicated in the Bid Proposal, which price shall constitute full compensation for the completed Work.
2. Item No. 2.02 – Furnish & Install Column Pipe (Greater than 1 Inch & Up to 1.5 Inch Diameter):
- a. Description – This item includes all work associated with furnishing and installing PVC column pipe. The work includes, but is not limited to, providing all materials, tools, equipment, supplies, labor, supervision, permits, removal and disposal of waste and excess materials, and all other incidentals necessary to have the column pipe and brass or stainless steel couplings installed, tested, accepted, and ready for use as its intended purpose.
  - b. Measurement - Measurement of this item will be based on the number of linear feet of PVC pipe installed, tested, and accepted, all in accordance with the Contract Documents.
  - c. Payment - Payment for this item shall be at the unit price per linear foot indicated in the Bid Proposal, which price shall constitute full compensation for the completed Work.
3. Item No. 2.03 – Furnish & Install 1 ¼” Check Valve:
- a. Description – This item includes all work associated with furnishing and installing a brass check valve. The work includes, but is not limited to, providing all materials, tools, equipment, supplies, labor, supervision, permits, removal and disposal of waste and excess materials, and all other incidentals necessary to have the check valve installed, tested, accepted, and ready for use as its intended purpose.
  - b. Measurement – Measurement of this item will be based on the number of check valves installed and accepted, all in accordance with the Contract Documents.
  - c. Payment – Payment for this item shall be at the unit price per each check valve indicated in the Bid Proposal, which price shall constitute full compensation for the completed Work.
4. Item No. 2.04 – Furnish & Install Submersible Pump & Motor (Greater than 1.0 HP & Up to 1.5 HP):

SECTION 002 MEASUREMENT AND PAYMENT

- a. Description - This item includes all work associated with furnishing and installing a submersible pump, motor, and appurtenances. The work includes, but is not limited to, providing all materials, tools, equipment, supplies, labor, supervision, permits, removal and disposal of waste and excess materials, and all other incidentals necessary to have the pump installed, tested, accepted, and ready for use as its intended purpose.
  - b. Measurement - Measurement of this item will be based on the number of pumps installed, tested and accepted, in accordance with the Contract Documents.
  - c. Payment - Payment for this item shall be at the unit price per each pump indicated in the Bid Proposal, which price shall constitute full compensation for the completed Work. Payment for this item will not be made until the CONTRACTOR submits documentation from the Performance Test in accordance with the Contract Documents.
  
5. Item No. 2.05 – Furnish & Install Control Box (Greater than 1.0 HP & Up to 1.5 HP):
  - a. Description – This item includes all work associated with furnishing and installing a submersible pump control box. The work includes, but is not limited to, providing all materials, tools, equipment, supplies, labor, supervision, permits, removal and disposal of waste and excess materials, and all other incidentals necessary to have the control box installed, tested, accepted, and ready for use as its intended purpose.
  - b. Measurement – Measurement of this item will be based on the number of boxes installed and accepted, all in accordance with the Contract Documents.
  - c. Payment – Payment for this item shall be at the unit price per each box indicated in the Bid Proposal, which price shall constitute full compensation for the completed Work.
  
6. Item No. 2.06 – Furnish & Install Well Seal (Greater than 5” & Up to 6”):
  - a. Description – This item includes all work associated with furnishing and installing a well seal. The work includes, but is not limited to, providing all materials, tools, equipment, supplies, labor, supervision, permits, removal and disposal of waste and excess materials, and all other incidentals necessary to have the well seal installed, tested, accepted, and ready for use as its intended purpose.
  - b. Measurement – Measurement of this item will be based on the number of well seals installed and accepted, all in accordance with the Contract Documents.
  - c. Payment – Payment for this item shall be at the unit price per each well seal indicated in the Bid Proposal, which price shall constitute full compensation for the completed Work.

SECTION 002 MEASUREMENT AND PAYMENT

7. Item No. 2.07 – Furnish & Install Electrical wire (#8):
  - a. Description - This item includes all work associated with furnishing and installing #8 electrical wire. The work includes, but is not limited to, providing all materials, tools, equipment, supplies, labor, supervision, permits, removal and disposal of waste and excess materials, and all other incidentals necessary to have the electrical wire installed, tested, accepted, and ready for use as its intended purpose.
  - b. Measurement - Measurement of this item will be based on the number of linear feet of electrical wire installed, tested, and accepted, all in accordance with the Contract Documents.
  - c. Payment - Payment for this item shall be at the unit price per linear foot indicated in the Bid Proposal, which price shall constitute full compensation for the completed Work.
  
8. Item No. 2.08 – Furnish & Install PVC Electrical Conduit and Miscellaneous Fittings:
  - a. Description – This item includes all work associated with furnishing and installing PVC electrical conduit and any miscellaneous fittings required. The work includes, but is not limited to, providing all materials, tools, equipment, supplies, labor, supervision, permits, removal and disposal of waste and excess materials, and all other incidentals necessary to have the electrical conduit installed, tested, accepted, and ready for use as its intended purpose.
  - b. Measurement – Measurement of this item will be based on the number of linear feet of electrical conduit installed, tested, and accepted, all in accordance with the Contract Documents.
  - c. Payment – Payment for this item shall be at the unit price per linear foot indicated in the Bid Proposal, which price shall constitute full compensation for the completed Work.
  
9. Item No. 2.09 – Furnish & Install Electrical Junction Box:
  - a. Description – This item includes all work associated with furnishing and installing an electrical junction box between the existing starter/controls and the new motor cable. The work includes, but is not limited to, providing all materials, tools, equipment, supplies, labor, supervision, permits, removal and disposal of waste and excess materials, and all other incidentals necessary to have the electrical junction box installed, tested, accepted, and ready for use as its intended purpose.
  - b. Measurement – Measurement of this item will be based on the number of boxes installed and accepted, all in accordance with the Contract Documents.
  - c. Payment – Payment for this item shall be at the unit price per each box indicated in the Bid Proposal, which price shall constitute full compensation for the completed Work.

SECTION 002 MEASUREMENT AND PAYMENT



C. Part 3: Exploratory Drilling.

1. Item No. 3.01 – Drill Pilot Hole – Mud Rotary:
  - a. Description – This item includes all work associated with drilling a pilot hole by mud rotary drilling technique to the depth assigned in the Task Order, the requirements for which can be found in Section 005 of the Contract Documents. The work includes, but is not limited to, providing all materials, tools, equipment, supplies, labor, supervision, permits, removal and disposal of waste and excess materials, and all other incidentals necessary to drill the pilot hole to the specified depth, and ready for use as its intended purpose.
  - b. Measurement – Measurement of this item will be based on the number of linear feet of pilot hole measured during geophysical logging, in accordance with the Contract Documents.
  - c. Payment – Payment for this item shall be at the unit price per linear foot indicated in the Bid Proposal, which price shall constitute full compensation for the completed Work.

D. Part 4: Well Replacement

1. Item No. 4.01 – Furnish & Install 6 Inch Casing:
  - a. Description – This item includes all work associated with reaming the borehole to the required diameter and furnishing and installing 6 Inch PVC casing, the requirements for which can be found in Section 005 in the Contract Documents. The work includes, but is not limited to, providing all materials, tools, equipment, supplies, labor, supervision, permits, removal and disposal of waste and excess materials, and all other incidentals necessary to have the casing installed, tested, accepted, and ready for use as its intended purpose.
  - b. Measurement - Measurement of this item will be based on the number of linear feet of casing (including stickup) installed, tested, and accepted, all in accordance with the Contract Documents.
  - c. Payment – Payment for this item shall be at the unit price per linear foot indicated in the Bid Proposal, which price shall constitute full compensation for the completed Work.
2. Item No. 4.02 – Furnish & Install 6 Inch Well Screen:
  - a. Description – This item includes all work associated with reaming the borehole to the required diameter and furnishing and installing 6 Inch PVC well screen and blank pipe in the screen string. The work includes, but is not limited to, providing all materials, tools, equipment, supplies, labor, supervision, permits, removal and disposal of waste and excess materials, and all other incidentals necessary to have the screen installed, tested, accepted, and ready for use as its intended purpose.

SECTION 002 MEASUREMENT AND PAYMENT



- b. Measurement - Measurement of this item will be based on the number of wells developed in accordance with the Contract Documents.
          - c. Payment - Payment for this item shall be at the unit price per each well indicated in the Bid Proposal, which price shall constitute full compensation for the completed Work.
    - 2. Item No. 5.02 – Constant-Discharge Test Pumping:
      - a. Description – This item shall include all work associated with performing a constant-discharge test pumping. The work includes, but is not limited to, providing all materials, tools, equipment, supplies, labor, supervision, permits, removal and disposal of waste and excess materials, and all other incidentals necessary to complete the constant-discharge test pumping, the requirements for which can be found in Section 005.
      - b. Measurement – Measurement of this item will be based on the number of hours of test pumping incurred during completion of the Task Order work in accordance with the Contract Documents.
      - c. Payment - Payment for this item shall be at the unit price per each hour as indicated in the Bid Proposal, which price shall constitute full compensation for the completed Work.
- F. Part 6: Well Plugging
- 1. Item No. 6.01 – Furnish & Emplace Cement:
    - a. Description – This item includes all work associated with furnishing and emplacing cement. The work includes, but is not limited to, providing all materials, tools, equipment, supplies, labor, supervision, permits, removal and disposal of waste and excess materials, and all other incidentals necessary to have the cement installed, tested, accepted, and ready for use as its intended purpose.
    - b. Measurement - Measurement of this item will be based on the number of sacks of cement utilized, emplaced, tested, and accepted, all in accordance with the Contract Documents.
    - c. Payment – Payment for this item shall be at the unit price per each sack of cement as indicated in the Bid Proposal, which price shall constitute full compensation for the completed Work.
- G. Part 7: Miscellaneous Services.
- 1. Item No. 7.01 – Construct Concrete Well Pad:
    - a. Description - This item includes all work associated with constructing a concrete pad. The work includes, but is not limited to, providing all materials, tools, equipment, supplies, labor, supervision, permits, removal and disposal of waste and excess materials, and all other incidentals necessary to have the concrete

pad installed, tested, accepted, and ready for use as its intended purpose.

- b. Measurement - Measurement of this item will be based on the number of square feet of concrete poured per well pad in accordance with the Contract Documents.
- c. Payment - Payment for this item shall be at the unit price per square foot indicated in the Bid Proposal, which price shall constitute full compensation for the completed Work.

**2 PART 2 PRODUCTS (NOT USED)**

**3 PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 003  
MOBILIZATION/DEMOBILIZATION AND SITE RESTORATION**

**PART 1 GENERAL**

1.1 WORK INCLUDED

- A. This section covers the work necessary to move in and move out personnel equipment, temporary facilities, and cleanup and restore site to its original condition after assigned work is complete.

1.2 WORK AREAS

- A. Southern Bexar, Atascosa, and Wilson Counties:
  - 1. The portion of Bexar County located south of U.S. Highway 90, and the entirety of Atascosa and Wilson Counties.

**PART 2 PRODUCTS**

2.1 GENERAL

- A. Provide all materials and equipment required to accomplish the work as specified.

**PART 3 EXECUTION**

3.1 GENERAL

- A. Accomplish all required work in accordance with applicable portions of these Specifications.
- B. For each site at which Task Order work is performed, the CONTRACTOR shall document site conditions by taking digital photographs of each site before, during, and after the Assigned Work is completed.
- C. Set up equipment, all temporary piping, settling tanks, and excavated tanks, within the area designated by OWNER.
- D. Some obstructions may not be shown. The removal and replacement of minor obstructions such as electrical conduits, water, waste piping, and similar items shall be anticipated and accomplished, even though not shown or specifically mentioned.

- E. The CONTRACTOR shall maintain a clean and orderly work site at all times during the performance of assigned work.
- F. The CONTRACTOR will ensure that gates at work sites remain closed during and after assigned work unless otherwise specified by OWNER or the private well owner. Damage and/or loss of property and livestock due to the CONTRACTOR'S negligence shall be the sole responsibility of the CONTRACTOR.
- G. The CONTRACTOR is responsible for coordinating activities with OWNER and the private well owner to ensure that the placement and operation of equipment and materials used to complete the assigned work does not impede the private well owner's ingress, egress, and normal activities at the work site.

### 3.2 CONTAMINATION AND SAFETY PRECAUTIONS

- A. The CONTRACTOR shall prevent contamination of the project area. Waste oil, rubbish, or other similar materials shall not be dumped on the ground.
- B. The CONTRACTOR shall take necessary safety precautions (i.e. the construction of temporary fencing, etc.) to prevent residents and livestock on site from accessing equipment and/or materials used during the work being performed.
- C. The CONTRACTOR shall take all necessary precautions to ensure that drilling fluid and water produced during drilling, well clean out, jetting, and/or plugging operations will not run off the property or be allowed to run into any body of water or drainage channel at the work site.

### 3.3 CLEANUP OF CONSTRUCTION AREAS AND SITE RESTORATION

- A. Upon completion and acceptance of the work, the CONTRACTOR shall remove from the site the equipment, all debris, trash, unused materials, temporary construction buildings, and other miscellaneous items resulting from or used in the completion of the assigned work.
- B. Use native materials to in-fill to existing grade any excavations made during the assigned work. Ensure that excavations stay level with existing grade after drying and settling has occurred.
- C. Excess materials generated during activities such as well construction or well plugging shall be contained on site and removed after completion of the assigned work.
- D. Prior to cleaning equipment on-site, CONTRACTOR must obtain approval from OWNER and private well owner. Excess materials generated during

equipment clean-up shall be contained on site and removed after completion of the assigned work.

- E. The CONTRACTOR shall replace or repair any facility that has been damaged by CONTRACTOR during the work. The CONTRACTOR shall restore the site to its original condition, which includes finish grading and seeding as required. The CONTRACTOR shall not seek additional reimbursement from OWNER for such costs.
- F. The CONTRACTOR shall be responsible for the cost of repairing or replacing structures, livestock, fencing, underground utilities, plant materials, trees, or other items damaged or disturbed by the CONTRACTOR'S activities. The CONTRACTOR shall not seek additional reimbursement from OWNER for such costs.
- G. The CONTRACTOR shall be responsible for the cost of repairing or replacing non-municipally maintained roadways damaged by CONTRACTOR'S activities.

**END OF SECTION**

**SECTION 004  
WATER WELL MITIGATION**

**PART 1 GENERAL**

**1.1 WORK INCLUDED**

- A. The Work to be performed will include the diagnostic evaluation and mitigation of existing water well systems. The Work includes the labor, materials, and equipment required to conduct this evaluation, which includes collection and assessment of well system, power system, and pump data. The Work also includes the mitigation of existing wells by the installation of original and/or new pumping equipment and appurtenances, and the connection of newly constructed wells to existing conveyance and electrical systems.

**1.2 GENERAL QUALIFICATIONS**

A. Contractor Experience:

1. The Contractor will be required to demonstrate experience, as documented in the Bidder's Experience Form.

B. Contractor Personnel:

1. The personnel shall be subject to the OWNER'S approval.
2. The work shall be performed under the supervision of a Water Well Pump Installer licensed by the Texas Department of Licensing and Registration (TDLR).
3. The Texas-licensed Water Well Pump Installer will be available to supervise the completion of all phases of diagnostics and mitigation under this contract.
4. The Pump Installer will be solely responsible for collecting and submitting the diagnostics data in the format and to the level of accuracy required by the OWNER.
5. The Pump Installer and operators shall be capable of keeping legible and descriptive reports of the diagnostic and mitigation operations as instructed by the OWNER.
6. The CONTRACTOR, in addition to providing the services of skilled and experienced Pump Installer and operators, shall also provide an adequate number of competent helpers.



7. Specialized electrical installation work, which is above and beyond normal pump installation work, shall be performed by an Electrician licensed by the TDLR.

C. Contractor Equipment:

1. The CONTRACTOR will be required to demonstrate that he can provide and maintain all equipment necessary to complete the work. If the CONTRACTOR'S equipment is not capable of performing the work provided for in these specifications, the CONTRACTOR at his own expense shall substitute equipment approved by the OWNER.
2. The equipment shall be mobilized to the assigned work site in proper working order, free of mechanical problems or fluid leaks.
3. The CONTRACTOR'S equipment shall be clean, well maintained, and in good operating condition when delivered to the site, and during the entire operation.
4. The equipment shall be of adequate size, strength, horsepower, and capacity for the project and shall be of the type successfully utilized by the CONTRACTOR for similar type of work performed within the last two years.
5. All equipment shall be provided with safety devices as required by governmental authorities having jurisdiction.
6. The rig engines and all other motorized equipment shall have operational mufflers and fully intact exhaust systems capable of reducing operating noise to acceptable levels. Equipment with missing, damaged, or inoperative mufflers/exhaust systems shall be repaired or replaced immediately to ensure that CONTRACTOR operations are not disruptive to nearby residents.
7. At all times, the CONTRACTOR must provide safety equipment, as required by the SAWS Safety and Environmental Health Department and all applicable federal and state regulations.
8. The CONTRACTOR will provide a fully functional water level meter for recording the static water level and pumping level.
  - a. The water level meter shall be outfitted with a legible tape marked in 1/100<sup>th</sup> foot intervals. Water level meters with missing tape footage or improperly secured weights are not acceptable for use.
  - b. The water level meter shall have a tape of sufficient length to record water levels in the entirety of the designated Work Area.

9. The CONTRACTOR will provide a water flow measurement device approved by OWNER and capable of accurately measuring the gallon per minute flow commonly produced by small capacity wells in the designated Work Area.
10. The CONTRACTOR will use an OWNER approved handheld Global Positioning System (GPS) receiver to record the latitude and longitude coordinates of each well on which diagnostics are performed.

### 1.3 SCHEDULING AND SEQUENCING OF WORK

- A. Well locations will fall within the designated Work Area and shall be assigned by Task Order to the CONTRACTOR.
- B. All work shall be scheduled in advance by the CONTRACTOR to be compatible with the schedule of the well owner and OWNER. The CONTRACTOR shall have no expectation to be granted access to the site on demand.
- C. CONTRACTOR will not be permitted to perform contract work or access the work site without approval of OWNER.
- D. Unless otherwise specified by the OWNER, diagnostics and mitigation work performed under this contract must be completed within one (1) working day in order to prevent disruption of domestic water production for residential and/or livestock use.
- E. If CONTRACTOR fails to complete the Task Order assignment within the specified amount of time the CONTRACTOR shall be liable to the well owner for any damages resulting from the inability of the well owner to utilize the well, including provisions for providing potable water for domestic and livestock use.
- F. The CONTRACTOR shall notify OWNER immediately of anticipated delays whenever they become apparent.
- G. The CONTRACTOR shall completely finish all diagnostic and mitigation work before removing equipment from the site or mobilizing to another location.
- H. WELL DIAGNOSTICS
  1. Well Diagnostics involves the detailed collection of data on existing wells necessary for SAWS Mitigation Staff to determine the appropriate mitigation action for the individual well.
  2. Each diagnostic evaluation shall be completed in accordance with the Contract Documents as follows:

- a. Schedule date for Well Diagnostics with the OWNER and well owner.
  - b. Mobilize equipment to the well location within 48 hours of issuance of Task Order by OWNER.
  - c. Complete a Well Diagnostics Report as specified in Section 1.5.B.1 of this Section.
    - 1) Some of the data necessary to complete the Well Diagnostics Report will need to be collected before the pump is removed from the well. CONTRACTOR will arrange order of work accordingly.
    - 2) The remaining data may be collected after the pump has been removed.
    - 3) Water quality data specified on the Well Diagnostics Report will be collected by OWNER and included in final report by CONTRACTOR.
3. All work shall be done in accordance with “PART 3 EXECUTION” of this Section (Section 004).
4. Perform a television survey and a geophysical log as outlined in Section 006, and record the following information on the Well Diagnostics Report:
- a. Total Depth
  - b. Screened interval depth
  - c. Description of material used for screened interval (hand-cut slots, manufactured screens, etc.)
  - d. Any noted deficiencies within the interior of the well
5. Upon direction of the OWNER, re-install or lower the well owner’s existing pump.
6. If the original pumping equipment is reinstalled without any modification, the CONTRACTOR shall operate the pumping system to verify that it is performing normally.
- a. Conduct each time a pump is reinstalled.
  - b. Test for a minimum 15 minute continuous period to verify that there are no leaks or malfunctions and that the well is operating as it was prior to pump removal.
  - c. If the submersible pump is operated by a pressure switch the CONTRACTOR shall operate the pumping system through several on/off cycles to ensure that the system activates and deactivates at the appropriate PSI and that they pressure tank is filling and pressuring up normally.
  - d. Adjust, realign, or modify units and retest, as necessary to eliminate leaks and ensure proper operation.

7. If OWNER determines in the field that the well can be mitigated by lowering the pump, CONTRACTOR may be directed by OWNER to obtain and install the necessary materials at the time of Well Diagnostics, before the pump is reinstalled. All requirements for Section I shall then be followed.
8. Demobilize equipment from site.
9. Submit completed Diagnostics Report as outlined in Part 1.5.B.1, of this section.

#### I. WELL MITIGATION

1. Well Mitigation activities are typically completed for wells that have undergone the Well Diagnostics process. In some instances Well Mitigation work will be performed on wells independent of the diagnostics.
2. Schedule date for Well Mitigation activities with the OWNER and well owner.
3. Mobilize to site within 48 hours of issuance to Task Order by OWNER.
4. Install all equipment and materials as directed by Task Order.
5. All materials installed shall meet the guidelines and requirements established in sections “1.4 REFERENCE SPECIFICATIONS”, and section “PART 2 – PRODUCTS” of this Section.
6. All work shall be done in accordance with “PART 3 EXECUTION” of this Section.
7. Complete Water System Start-Up & Certification Report as outlined in Part 1.5.C.4, of this Section. Operate pump system to verify installed equipment is operating correctly.
8. Demobilize equipment from site and completely restore site.
9. Submit completed Water System Start-Up & Certification Report to OWNER.

#### J. NEW WELL CONNECTION

1. All new materials installed shall meet the guidelines and requirements established in sections “1.4 REFERENCE SPECIFICATIONS”, and section “PART 2 – PRODUCTS” of this Section.

### SECTION 004 – WATER WELL DIAGNOSTICS AND MITIGATION

2. All work shall be done in accordance with “PART 3 EXECUTION” of this Section.
3. Perform bacteriological sampling: In order for the well to be approved for connection, the well will need to achieve three consecutive “negative” Bac-T sample results from an accredited water lab. The certified results will need to be approved by the OWNER prior to completion of the well connection work.
4. Install a trench for electrical conduit and water conveyance pipe following the trenching guidelines in Part 2.12 of this Section.
5. Run electrical conduit and water conveyance pipe to their respective connection points. The conduit and water pipe shall be installed at least 18” below the ground surface.
6. Perform Water System Start-up and Certification. Operate pump system to verify that the installed equipment is operating correctly and conveying the water to the proper location.
7. Submit Water System Start-Up & Certification report as outlined in Part 1.5.C.4, of this Section.

#### 1.4 REFERENCE SPECIFICATIONS

- A. Without limiting the generality of other requirements of these specifications, all work specified herein shall conform to or exceed the requirements of the applicable codes and standards relating to the referenced portions of the following documents only to the extent that the requirements therein are not in conflict with the provisions of this section. Where such documents have been adopted as a code or ordinance by the public agency having jurisdiction, such code or ordinance shall take precedence.
- B. State Rules:
  1. Texas Administrative Code
    - a. Title 16, Part 4; Chapter 76: Water Well Drillers and Water Well Pump Installers
  2. Texas Occupations Code
    - a. Title 12, Chapter 1901: Water Well Drillers
    - b. Title 12, Chapter 1902: Water Well Pump Installers
- C. Commercial Standards:

1. American Petroleum Institute (API): SPEC 51, Specification for Line Pipe; API 10A, Specification for Cement and Materials for Well Cementing.
2. American Society for Testing and Materials (ASTM):
  - a. D1784, Standard Specification for Rigid PVC Compounds and Chlorinated PVC Compounds.
  - b. F480, Standard Specification for Thermoplastic Well Casing Pipe and Couplings Made in Standard Dimension Ratios (SDR), SCH 40, and SCH 80.
  - c. C150, Standard Specification for Portland Cement.
  - d. C494, Standard Specification for Chemical Admixtures for Concrete.
  - e. A48, Standard Specification for Gray Iron Castings.
  - f. A576, Standard Specification for Steel Bars, Carbon, Hot-Wrought, Special Quality.
3. American Water Works Association (AWWA):
  - a. A100-97, Standard for Water Wells.
4. National Sanitation Foundation:
  - a. NSF 61, Drinking Water System Components – Health Effects.
5. Hydraulic Institute Standards (HIS).
6. National Electric Code (NEC).
7. National Electrical Manufacturers Association (NEMA).
8. National Fire Protection Association (NFPA): 70, National Electric Code.
9. Underwriters Laboratories (UL).

## 1.5 CONTRACTOR SUBMITTALS

### A. Pre-Work Submittals

1. After receiving Notice to Proceed with contract work, and prior to performing the first Task Order work, CONTRACTOR shall supply OWNER with a copy of the Pump Installers or Well Driller's license, and Electrician's license if utilized, as issued by the TDLR.

### B. Diagnostics Submittals:

1. Well Diagnostics Report:

- a. Within 24 hours of completing the assigned work, the CONTRACTOR shall submit a Diagnostics Report in a format designated by the OWNER. CONTRACTOR may alter the report format upon approval of OWNER.
- b. The Well Diagnostics Report shall be submitted in both electronic and hard copy format as requested by OWNER.
- c. The Well Diagnostics Report shall include the following data:
  - 1) Well owner name
  - 2) Physical address of the well
  - 3) Latitude/longitude coordinates of well
  - 4) Date of well diagnostics
  - 5) Well Specifics:
    - a) casing diameter and material
    - b) measurement of casing above ground/slab
    - c) static water level measured from top of casing
    - d) pumping level
    - e) gallons per minute flow – pump capacity
    - f) drawdown produced and amount of time pumped during drawdown test
    - g) specific capacity
  - 6) Water Quality
    - a) field pH (as collected by SAWS staff)
    - b) field iron (as collected by SAWS staff)
    - c) sand production (measured in mg/l)
  - 7) Power System Evaluation
    - a) incoming voltage
    - b) condition of controls
    - c) amperage draw
  - 8) Pumping System Specifics
    - a) drop pipe diameter, material, and description of condition
    - b) pump setting depth
    - c) pump make and model (brand, serial/model number, etc.)
    - d) pump and motor horsepower rating
    - e) submersible pump cable size and condition
  - 9) Logging & Televising Specifics
    - a) depth of screened interval
    - b) description of screen diameter, type, and material(manufactured screens, hand-cut slots, etc.)
    - c) description of noted deficiencies or damage
    - d) total depth recorded during televising/logging
  - 10) List of state standard deficiencies
  - 11) List of noted deficiencies with well equipment
  - 12) Recommended well/pump improvements

2. Geophysical Log/Downhole Televised Surveys
  - a. Within 24 hours of completing the assigned work the CONTRACTOR shall submit copies of geophysical logs and/or televised surveys as described in Section 006 of the contract documents.

C. Mitigation Submittals

1. Mill Certificates: Mill certificates shall be submitted to the OWNER for all column pipe, enclosing tubing and lineshaft materials before installation by CONTRACTOR.
2. Manufacturers' Technical Specification Sheet, Owner's Manual, or Installation Manual: Original copies of manufacturers' technical specification sheets, or owner's/installation manuals for all new equipment installed by CONTRACTOR under Task Order assignment shall be provided to OWNER by CONTRACTOR prior to installation. Each technical manufacturer document shall include the serial/model number for each piece of equipment it accompanies.
3. Manufacturers' Warranty: Original copies of manufacturers' warranty documents for all new equipment installed by CONTRACTOR under Task Order assignment shall be provided to OWNER by CONTRACTOR prior to installation. Warranty documents shall include the serial/model number for each piece of equipment it accompanies.
4. Water System Start-Up and Certification Report (WSSC Report)
  - a. Within 24 hours of completing the assigned work, the CONTRACTOR shall submit a WSSC Report in a format designated by the OWNER. CONTRACTOR may change format of the report pending
    - 1) The WSSC Report shall be submitted in a format provided by OWNER.
    - 2) The WSSC Report shall include:
      - a) Well owner name
      - b) Physical address of well
      - c) Latitude/longitude coordinates of well
      - d) Well identification in naming convention designated by OWNER.
      - e) Date of equipment installation
      - f) Itemized list of all equipment installed and the final setting depths
      - g) Casing diameter, material, and elevation above ground surface
      - h) Static water level
      - i) Pump setting
      - j) Pump make and model



- k) Pump serial number
- l) Motor make and serial number
- m) Motor horsepower rating
- n) Column pipe diameter
- o) Check valve size and setting referenced above pump
- p) Submersible cable size
- q) Screen location
- r) Well depth
- s) Incoming voltage
- t) Control status
- u) Amp draw
- v) Flow rate (GPM) – pump test
- w) Pumping level – pump Test
- x) Sand production measured in mg/l
- y) Pressure control switch PSI setting

## 1.6 REJECTION AND REMEDY

### A. Performance Tests:

1. Equipment installed by CONTRACTOR that fails to perform correctly is unacceptable and is subject to immediate repair in an acceptable manner or subject to replacement at the CONTRACTOR'S sole expense. Remedial work shall be performed and approved by the OWNER. The OWNER may request additional testing to evaluate the effectiveness of the remedial work done. This testing will be completed at the CONTRACTOR'S sole expense.

### B. Deviations from Contract:

1. Deviations from specified contract requirements and materials are unacceptable and shall be remedied immediately in an acceptable manner or the work shall be deemed unacceptable. The CONTRACTOR will provide all materials and labor necessary to correct the work to meet contract requirements at CONTRACTOR'S sole expense.

### C. Repeat Work:

1. All work required to be repeated, resulting from the CONTRACTOR'S performance, including all additional materials, labor and equipment required, shall be furnished at the expense of the CONTRACTOR, and no claim for additional compensation shall be made or be allowed therefore, except as specifically provided herein.

### D. Remedial Work:

1. If it becomes necessary to perform remedial work prior to final acceptance for it to meet either regulatory requirements or the Technical Specifications and Contract Documents, or both, due to defective materials, accident, loss of equipment or equipment malfunction, or for any other cause directly attributable to the CONTRACTOR'S actions, the CONTRACTOR shall bear the entire cost of the remediation, including any necessary engineering costs to meet regulatory requirements. In the event of a problem, the OWNER shall be notified immediately, and the following shall apply:
  - a. The CONTRACTOR shall propose a method of correcting the problem, in writing to the OWNER.
  - b. The OWNER shall review the method of corrective action, and accept the plan in writing before work can proceed.
  - c. At all times, all work on the well must be in accordance with all applicable local, state and federal regulations.
  - d. Work will be performed at no additional cost to the OWNER and it shall not extend the length of the contract.

## **PART 2 PRODUCTS**

### **2.1 GENERAL**

- A. Provide all materials, labor, and equipment required to accomplish the work as specified.
- B. All materials shall be approved for use in water wells and suitable for producing potable water for domestic use.
- C. The use of galvanized steel fittings or parts is not permitted under this contract. All fittings shall be made of brass, stainless steel, or the appropriate schedule of PVC for its intended purpose and as designated by Task Order.
  1. Any galvanized materials installed by CONTRACTOR must be removed and replaced with appropriate materials at CONTRACTOR'S sole expense
  2. The only exception is the use of galvanized materials for the construction of a well seal vent tube, only permissible if approved by OWNER prior to installation.
- D. Materials Delivery, Storage, and Security:
  1. Delivery: All materials shall be delivered in an undamaged condition and stored to provide protection against damage. All defective or damaged materials shall be replaced with new materials at the CONTRACTOR's expense.

2. Storage: All materials to be installed inside the well shall be stored in a protected area on an elevated structure and not allowed to directly contact the ground surface. All materials installed in wells shall be disinfected prior to installation per Texas Department of Licensing and Regulation rules for Licensed Pump Installers.
3. Well Site Security: In the event that work at a well site extends for more than one day, the Contractor shall provide well site security to prohibit livestock intrusions. Temporary fencing shall be erected to completely enclose the work area.

## 2.2 SUBMERSIBLE PUMP SYSTEM COMPONENTS (AS INDICATED IN THE TASK ORDER)

- A. All manufactured items shall be new, of current manufacture, and shall be the products of reputable manufacturers specializing in the manufacture and application of such products.
- B. All combination of manufactured and existing equipment provided under this contract shall be entirely compatible, and the CONTRACTOR shall be responsible for the compatible and successful operation of the various components comprising the pumping units. The pumping unit shall incorporate all basic mechanisms, and couplings. All necessary appurtenances shall be included.
- C. The guarantee period on the complete pumping unit shall be 2 years from the installation.
- D. Pump Performance: The pump shall have a continuously rising curve. In no case shall the required horsepower at any point on the performance curve exceed the rated horsepower of the motor.
- E. Functional and Performance Tests: The pumping unit will be field tested after installation to demonstrate satisfactory operation and will include the items listed below. The well owner will provide power and the CONTRACTOR shall provide discharge piping for the field test.
  1. Functional Tests:
    - a. Alignment: Test complete assemblies for proper alignment and connection, and verify that the system is operating normally without leaks.
  2. Performance Test:

- a. The pump shall be performance tested for a 15 minute period, unless otherwise specified by OWNER, to verify that there are no malfunctions and that the well is operating normally.
  - b. Pump performance shall be documented by obtaining concurrent readings showing, static water level, pumping water level in the well, pump discharge rate, amp readings, and head. Reading shall be taken at 5 minute intervals during the performance test unless otherwise specified by OWNER.
  - c. Adjust, realign, or modify units and retest, if necessary.
  - d. The performance testing will be witnessed by the OWNER and the well owner. In the event the pumping equipment fails to meet the test requirements or the specified performance, it shall be modified and tested again. CONTRACTOR shall provide OWNER with a written report documenting results from the performance test.
- F. Pump equipment shall consist of pump(s) complete with motor(s), control system, power cable(s), and drop pipe.
1. The pumping unit will be used to pump groundwater.
  2. Pump Type; Grundfos Model SP/SQ/SQE, or equal.
  3. Pumps shall be equipped with a factory installed foot valve. With every new pump, CONTRACTOR shall provide a 6 inch brass or stainless steel nipple and coupling to install between the pump and the first joint of PVC column pipe.
  4. Pump Construction Details:
    - a. Pump Type:
      - 1) Stainless steel submersible pump
    - b. Pump Materials:
      - 1) Outer Casing: 304 stainless steel
      - 2) Discharge head: 304 stainless steel; to include built-in check valve
      - 3) Sealing O-ring: nitrile rubber
      - 4) Pump shaft: 431 stainless steel
      - 5) Impeller: 304 stainless steel
      - 6) Impeller bearing: tungsten carbide.
      - 7) Suction guard: 304/316 stainless steel
      - 8) Cable guard: 304/316 stainless steel.
  5. Submersible Motor
    - a. The submersible motor shall vary by horsepower, depending on the specific Task Order. It shall be completely enclosed type for continuous duty, underwater operation, as recommended by the pump manufacturer.
    - b. Motor Materials:

- 1) Body: 304 stainless steel
  - 2) Stator: 304 stainless steel
  - 3) Rotor: 304 stainless steel
6. Pump Motor Control Box
- a. Control box shall be sealed and suitable for use in all weather conditions.
  - b. Control box shall be compatible with the pump intended for use in the well.
  - c. Control box shall provide means to adequately ground pump system according to appropriate code and equipment requirements.
7. Submersible Pump Cable:
- a. CONTRACTOR shall provide a sufficient amount of submersible pump cable of proper gage and length to be determined by requirements of submersible pump and motor and Task Order assignment.
  - b. Cable shall be of flat design and include 4 solid-strand copper conductors (including ground), each individually insulated and all enclosed in heavy-duty exterior jacketing.
  - c. CONTRACTOR shall include a sufficient length of extra cable below well seal and at control box to allow for ease of future service repairs.
  - d. CONTRACTOR shall remove appropriate amount of slack from cable during installation and affix cable to column pipe above every pipe joint with 2 inch adhesive tape, or stainless steel bands, designed for use in water well applications.
  - e. Submersible pump cable damaged by CONTRACTOR through improper delivery, handling, or installation shall be removed and replaced at CONTRACTOR'S sole expense.
8. Pump/Motor Pumping Requirements
- a. The minimum GPM requirements for each size pump/motor are as follows:
    - 1) 0.50 HP – 05 GPM
    - 2) 1.00 HP – 10 GPM
    - 3) 1.50 HP – 15 GPM
    - 4) 2.00 HP – 15 GPM

### 2.3 PVC PIPE, SCHEDULE 80

- A. The drop pipe shall vary depending on the specific Task Order. All new piping will be SCH 80 with brass or stainless steel couplings, and installed in 20-foot sections. The top and bottom sections may be 5 feet. Total length of drop pipe

shall be sufficient to set the pumps at the necessary depth contained in the Task Order.

- B. All PVC Schedule 80 Pipe shall be manufactured from Type I, Grade I Polyvinyl Chloride (PVC) per ASTM D1784.
- C. The pipe shall be manufactured in strict compliance with to ASTM D1785, consistently meeting and/or exceeding the Quality Assurance test requirements of this standard with regard to material, workmanship, burst pressure, flattening, and extrusion quality.
- D. The pipe shall carry the National Sanitation Foundation (NSF) seal of approval for potable water applications.

#### 2.4 PVC FITTINGS, SCHEDULE 80

- A. All PVC Schedule 80 slip fittings shall meet the specifications for wall thickness and socket dimensions outlined in ASTM D-2467
- B. All PVC Schedule 80 threaded fittings shall meet the specifications for wall thickness and thread dimensions outlined in ASTM D-2464.

#### 2.5 BRASS CHECK VALVE

- A. Manufacturer's standard brass check valve shall be supplied and installed at appropriate position in the drop pipe assembly.
- B. Brass check valves shall be NSF approved for use in a potable water system.

#### 2.6 CHLORINE SOLUTION

- A. New and existing pumps and column pipe shall be disinfected prior to installation as required by the TDLR statutes governing pump installation.
- B. The chlorine solution used for disinfecting the pump shall be of such volume and strength and shall be so applied that a concentration of at least 50 ppm of free available chlorine shall be obtained in all parts of the pump.

#### 2.7 SANITARY WELL SEAL AND VENT TUBE

- A. Sanitary seal shall mount flush and completely seal the top of the casing.
- B. Well seals shall be composed of solid, single-piece top and bottom plates made of cast metal with an expandable rubber seal in between. Split-plate well seals are not acceptable unless approved by OWNER.
- C. Well seals shall contain appropriately-sized ports for column pipe and submersible cable, and shall include a minimum diameter half inch access port

for vent tube installation and water level measurement. The well seal shall be configured so that the column pipe is centered in the well seal.

- D. CONTRACTOR shall supply a vent tube with each well seal supplied under the contract.
  - 1. The vent tube shall be constructed in a manner that is compliant with TDLR rules for water well construction.
  - 2. The vent tube shall be configured to allow for manual removal for the purposes of checking water levels within the casing, without having to remove other fittings or appurtenances from the wellhead.

## 2.8 ELECTRICAL JUNCTION BOX

- A. All weather mounted on the concrete well pad.
- B. The junction box shall be either NEMA Type 3R, or 4X.

## 2.9 CONCRETE PAD

- A. Portland cement shall meet ASTM C150, Type 1.
- B. Minimum 28-day compressive strength: 3,000 psi.
- C. Reinforcing steel shall meet ASTM A615, Grade 40.
- D. The concrete pad should include a cutout for running the electrical conduit and water pipe through.

## 2.10 WATER STORAGE TANK

- A. The water storage tank shall be NSF approved for potable water use, 2500 gallons, dark green or black, and made of polypropylene.
- B. The tank shall include:
  - 1. Dedicated drain fitting
    - a. Threaded with a 2 inch I.D.
    - b. The drain fitting shall be separate from the outlet fitting and shall **not** be installed on the same axis on the tank's perimeter as the outlet fitting.
    - c. CONTRACTOR shall equip the drain fitting with a 2 inch by 6 inch SCH 80 gray threaded PVC nipple and a 2" PVC ball valve.
    - d. The drain fitting shall be installed as close to the bottom of the tank as possible to allow the tank to be fully drained
  - 2. Dedicated outlet fitting.
    - a. Threaded with a minimum 1 ¼ inch I.D.

- b. The outlet fitting shall be separate from the draining fitting and shall **not** be installed on the same axis on the tank's perimeter as the drain fitting.
    - c. The outlet fitting shall be installed a minimum of 12 inches off the bottom of the tank.
  3. A covered opening with a removable, internally anchored lid that is large enough to allow someone to gain access to the interior for clean-out purposes.
  4. A screened vent hole that allows gases to escape the top of the tank.
  5. All tank fittings shall be of brass, stainless steel, or SCH 80 PVC material. Galvanized fittings are not acceptable for use and if installed by CONTRACTOR must be replaced at CONTRACTOR'S sole expense.
  6. PVC Spray Bar
    - a. A spray bar extending at least 2 ½ feet in each direction (for a V-shaped), or the diameter of the storage tank (for straight line spray bars), with 3/16" holes spaced regularly.
    - b. Spray bar will contain enough outlet holes so as not to create back-pressure on the submersible pump.
    - c. OWNER must approve spray bar design and construction before it is installed in the storage tank.

#### 2.11 BOOSTER PUMP

- A. Corrosion resistant exterior.
- B. Rated for outdoor installation in all weather conditions.
- C. Designed for continuous or intermittent operation.
- D. Boosts pressure 40 to 120 psi (adjustable).

#### 2.12 TRENCHING

- A. When completion of Task Order work requires trenching:
  1. CONTRACTOR will not be reimbursed beyond Task Order amounts for equipment used for trenching.
  2. Prior to trenching CONTRACTOR shall verify with well owner that no existing underground lines or utilities will be disturbed or damaged by trenching activities.



3. If existing underground lines or utilities are damaged, it will be the responsibility of the CONTRACTOR to repair or replace the line prior to the CONTRACTOR demobilizing from the site. The CONTRACTOR will be responsible for all costs associated with repairing or replacing lines damaged during trenching.
4. All lines shall be buried a minimum of 18 inches below existing grade unless specified otherwise by OWNER.
5. The entire length of the trench shall be level and uniform and free of rocks, debris, or “fall-in” from spoils piles.
6. CONTRACTOR will ensure that the entire length of conduit or water line shall rest completely and uniformly on the bottom of the trench before back-filling.
7. Trenches shall remain open for inspection by OWNER before back-filling.
8. Trenches will be back-filled with native materials devoid of rocks and vegetative materials.
9. Back-filled trenches will be leveled to or slightly mounded above existing grade.

#### 2.13 PRESSURE TANK

- A. Manufacturer’s standard 85 gallon pressure tank shall be supplied and installed as requested by the OWNER.
- B. Pressure tank shall be an internal bladder tank, NSF approved for use in a potable water system.
- C. Galvanized pressure tanks are not permitted under this contract.

#### 2.14 EXISTING MATERIALS

- A. Existing pump system equipment or materials replaced or not reinstalled during Task Order work shall not be removed from site by CONTRACTOR unless requested by well owner and approved by OWNER.

### **PART 3 EXECUTION**

#### 3.1 WELL DIAGNOSTICS

- A. Before removing the pump system from the well the CONTRACTOR will obtain the static water level within the well. If the wellhead does not have an access point for water level measurement, the CONTRACTOR will elevate the pump column assembly to allow for water level measurement from the top of the casing.
- B. After recording the static water level, CONTRACTOR will activate the pump system and take measurements until the water level stabilizes at the pumping level of the well/pump system.
- C. Follow the guidelines in Part 3.2 for Pump Removal and 3.3 for Pump Installation.
- D. Complete all sections of the Well Diagnostics report as outlined in Part 1.5.B.1 of this Section.
- E. Perform Televised Survey and/or Geophysical Logging as out lines in Section 006.
- F. Upon direction of OWNER, reinstall existing equipment and return well to service, or obtain materials necessary to lower pump and return well to service.
- G. Return site to previous conditions and demobilize equipment from location.

### 3.2 PUMP REMOVAL

- A. Pull existing pump or well cap, as authorized for diagnostics or mitigation. Take care not to damage the pump, column pipe, submersible pump cable, safety lines, or pump/motor components during disassembly.
- B. CONTRACTOR will place all well system components removed from well on an elevated surface or structure such as pipe stands and a cable reel. At no time shall the pump, column pipe, or submersible cable be laid directly on the ground surface during the pump removal process.
- C. If it is necessary to destroy column pipe during extraction, the CONTRACTOR shall obtain written authorization from the OWNER prior to cutting the pipe.
- D. At CONTRACTOR'S expense, CONTRACTOR shall replace any existing items damaged by the negligence of the CONTRACTOR or his agents.
- E. CONTRACTOR shall be liable for the cost of retrieving or "fishing" equipment or objects that are introduced into the well by CONTRACTOR'S negligence during pump removal. CONTRACTOR shall be liable for the repair or replacement of any equipment damaged or lost in such circumstances.

### 3.3 PUMP INSTALLATION

- A. With OWNER'S authorization, re-install existing or replacement pump, column pipe, submersible cable and safety line in accordance with manufacturer's printed instructions.
- B. CONTRACTOR will place all well system components to be installed in well on an elevated surface or structure such as pipe stands and a cable reel. At no time shall the pump, column pipe, or submersible cable be laid directly on the ground surface during the pump installation process.
- C. Inspect pipe and fittings before installation, clean ends thoroughly, and remove foreign matter and dirt from inside.
- D. New and existing pumps and column pipe shall be disinfected prior to installation as required by the TDLR statutes governing pump installation.
- E. The chlorine solution used for disinfecting the pump shall be of such volume and strength and shall be so applied that a concentration of at least 50 ppm of free available chlorine shall be obtained in all parts of the pump.
- F. Connect suction and discharge piping without imposing strain to pump flanges.
- G. Use a strap or pipe wrench for tightening threaded plastic joints. Do not over-tighten fittings.
- H. The submersible power cable shall be taped to the pump column, through the use of 2" waterproof tape, or stainless steel bands, at 20-foot intervals or at least once every joint.
- I. No portion of pump shall bear directly on floor of sump.
- J. CONTRACTOR shall be liable for the cost of retrieving or "fishing" equipment or objects that are introduced into the well by CONTRACTOR'S negligence during pump installation. CONTRACTOR shall be liable for the repair or replacement of any equipment damaged or lost in such circumstances.

### 3.4 WATER SYSTEM START-UP AND CERTIFICATION

- A. Conduct functional and performance tests on each pump installed after diagnostics and mitigation as instructed in Part 1.5.B.1 of Section 004. Summarize the information in a written report unless otherwise specified by OWNER.
- B. Restore site conditions as nearly as possible to its original condition.
- C. Demobilize crew and equipment from site.

- D. Provide a written summary to include static water level, pumping level and measured gallons per minute, as well as a list of the well components installed and the final setting depths, as outlined in Part 1.5, B and/or C, of this Section. Also, certify in writing that all components were installed in accordance with applicable regulations and Contract requirements.

### 3.5 CONCRETE WELL PAD

A. Well Slab

1. Dimensions: 5 feet square, unless specified otherwise by OWNER.
2. Slab shall be a minimum of 6 inches thick.
3. Reinforcement: #4 rebar at 12-inches on center (each way), 2 inches from base of slab.
4. Minimum cover: 2 inches.
5. Slab shall slope away from the well.

**END OF SECTION**

**SECTION 005  
SMALL CAPACITY WATER WELL CONSTRUCTION**

**PART 1 GENERAL**

1.1 WORK INCLUDED

- A. This Section covers Work to be performed in the construction and completion of non-public supply water wells as specified in the Contract documents. The Work will include drilling, logging, reaming, construction, development, pump testing, and water quality sampling of private domestic wells. This work will include all labor, materials, permits, and equipment required to construct the well and concrete pad as specified in the Task Order.

1.2 GENERAL QUALIFICATIONS

A. CONTRACTOR Experience:

1. CONTRACTOR must meet the requirements outlined in the Bidder's Experience Form.

B. CONTRACTOR Personnel:

1. The personnel shall be subject to the OWNER'S approval. CONTRACTOR personnel who fail to uphold the provisions established by this contract will be asked to leave the job site.
2. The work shall be performed under the supervision of a Water Well Driller licensed by the Texas Department of Licensing and Registration (TDLR).
3. The Licensed Driller shall be on location to supervise the completion of all phases of well construction under this contract.
4. The Driller shall be capable of keeping legible and descriptive well logs and reports of the drilling, developing, and pump testing operations as instructed by the OWNER.
5. The Driller shall also be capable of recognizing and making lithologic classifications of the formations to be encountered during the work.
6. The Driller should be experienced and competent in drilling fluid preparation, drilling fluid additives, and drilling fluid maintenance.

7. The CONTRACTOR, in addition to providing the services of a Driller skilled and experienced in the type of formations expected, shall also provide an adequate number of competent Helpers.
8. Drillers and Helpers should know how to collect and handle representative formation and water samples as required by the OWNER, as described in these Technical Specifications.

C. CONTRACTOR Equipment:

1. The CONTRACTOR will be required to demonstrate that he can provide and maintain all equipment necessary to complete the work in the designated Work Area.
2. Drilling rigs may be rotary-table drive or top-head drive. Cable-tool drilling rigs will not be acceptable for any purpose.
3. If the CONTRACTOR'S equipment is not capable of satisfactorily performing the work provided for in these specifications, the CONTRACTOR, at his own expense, shall substitute equipment approved by the OWNER.

1.3 SCHEDULING AND SEQUENCING

- A. No work shall commence until the CONTRACTOR has received a Task Order from the OWNER outlining the work to be performed.
- B. The CONTRACTOR will provide a minimum 48 hour notice prior to mobilization/demobilization, geophysical logging, setting screen and casing, grouting/cementing, well development, or well plugging.
- C. The CONTRACTOR shall completely finish all drilling, construction, clean-out, pump testing, and disinfection of the well, and site restoration before removing equipment from the site or mobilizing to another location.
- D. The work completed under this project will be performed in the following sequence:
  1. Well Drilling:
    - a. Attend a pre-drilling meeting at the proposed drilling site, with both the OWNER and well owner present.
    - b. Select location for new well site and mud pits with approval from the well owner and OWNER.
    - c. Develop discharge and erosion control plan suitable to OWNER and well owner prior to commencement of drilling activities.
    - d. Mobilize drilling equipment to the proposed well location within 5 days of receiving Task Order.

- e. Install surface casing unless specified otherwise by OWNER.
  - f. Drill 8 and  $\frac{3}{4}$  inch diameter maximum pilot hole to the depth indicated in the Task Order. Log cutting samples while drilling.
  - g. Perform geophysical logging of the pilot hole, unless performed by OWNER.
  - h. Review geophysical log with OWNER to establish total depth and screen placement of new well.
  - i. Ream pilot hole to the final borehole diameter indicated in the Task Order.
  - j. Immediately after reaming to total depth, condition borehole for well construction and install well screen and casing of the size diameter in the Task Order.
  - k. Immediately after installing casing, install gravel pack, transition sand, and cement/grout.
  - l. Secure and seal the well casing.
  - m. Develop well until the water produced meets required rated output and allowable sand production.
  - n. Perform a constant-rate pump test on the well.
  - o. Prepare well for downhole video inspection.
  - p. Perform additional clean-out if necessary.
  - q. Construct concrete well pad.
  - r. Install and connect pump system equipment as specified by Task Order and described in Section 004 Well Mitigation of the Contract Documents.
  - s. Disinfect well.
  - t. Perform bacteriological sampling.
  - u. Complete site restoration and demobilize.
  - v. Complete and file State well report with the Texas Department of Licensing and Registration (TDLR).
  - w. Provide OWNER with three copies of administratively complete and accepted State well report and three copies of passing bacteriological sampling results.
2. Well Plugging
- a. Attend a pre-plugging meeting at the proposed drilling site, with both the OWNER and well owner present.
  - b. Submit or discuss the site protection plan with OWNER.
  - c. Mobilize grouting equipment to each well site as assigned by Task Order.
  - d. Submit or discuss the site protection plan with OWNER.
  - e. Cement well from total depth to land surface by positive displacement method.
  - f. Excavate and remove all casings to a depth greater than 4 feet below land surface.
  - g. Complete site restoration to include hauling off all debris or excess material generated during plugging and excavating casing below grade, and demobilize equipment.

- h. Complete and file State well plugging report with the TDLR.
- i. Provide OWNER with three (3) copies of the administratively complete and accepted State Well Plugging report.

#### 1.4 REFERENCES

- A. Without limiting the generality of other requirements of these specifications, all work specified herein shall conform to or exceed the requirements of the applicable codes and standards relating to the referenced portions of the following documents only to the extent that the requirements therein are not in conflict with the provisions of this section. Where such documents have been adopted as a code or ordinance by the public agency having jurisdiction, such code or ordinance shall take precedence.
- B. State Standards
  - 1. Texas Administrative Code
    - a. Title 16, Part 4; Chapter 76: Water Well Drillers and Water Well Pump Installers
  - 2. Texas Occupations Code
    - a. Title 12, Chapter 1901: Water Well Drillers
    - b. Title 12, Chapter 1902: Water Well Pump Installers
- C. Commercial Standards
  - 1. American Petroleum Institute (API):
    - a. API Spec 51, Specification for Line Pipe
    - b. API 10A, Specification for Cement and Materials for Well Cementing
    - c. API Spec 10D, Specification for Bow-Spring Casing Centralizers
  - 2. American Society for Testing and Materials (ASTM):
    - a. A53, Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded, and Stainless
    - b. A139, Standard Specification for Electric-Fusion (Arc)-Welded Steel Pipe (NPS 4 and Over).
    - c. C150, Standard Specification for Portland Cement
    - d. C494, Standard Specification for Chemical Admixtures for Concrete.
    - e. D5434-03, Standard Guide for Field Logging of Subsurface Explorations of Soil and Rock
  - 3. American Water Works Association (AWWA):
    - a. A100-97, Standard for Water Wells
    - b. C654-97, Disinfection of Wells
    - c. C200, Standard for Steel Water Pipe, 6 Inches or Larger



- d. C206, Field Welding of Steel Water Pipe
- 4. National Sanitation Foundation:
  - a. NSF 61, Drinking Water System Components – Health Effects

## 1.5 CONTRACTOR SUBMITTALS

### A. Pre-Construction Submittals:

1. Licenses: The CONTRACTOR shall submit a copy of the Texas Water Well Driller's License for the Field Superintendent to the OWNER. Additionally, the CONTRACTOR shall submit copies of licenses for all other personnel working on the project that possess a designation as a Texas Water Well Driller or Driller's Apprentice.
2. Employee Roster: The CONTRACTOR will provide a listing of all employees on the job site to the San Antonio Water System Security Group. This roster shall include a copy of each employee's Driver's License w/ photo identification. This roster shall be submitted upon notification of bid acceptance and prior to Notice to Proceed.
3. Subcontractor List: The CONTRACTOR shall submit a complete list of all proposed Subcontractors to be used in the completion of the work. The CONTRACTOR may be required to submit additional information or a resume of qualifications for any of the Subcontractors' proposed. All Subcontractors must be approved by the OWNER.
4. Physical and Personnel Security Plan: Prior to commencement of Contract work, the CONTRACTOR shall ensure that all personnel working on the project obtain a temporary contractor's badge from the SAWS Security Group.
5. Health and Safety Plan: The CONTRACTOR shall provide a health and safety plan that meets the specifications and requirements of the SAWS Safety and Environmental Health Department.
6. Development and Test Water Management Plan: The CONTRACTOR shall submit a development and test water disposal plan to include discharge location and end treatment to prevent erosion.
7. Permits: The CONTRACTOR shall submit copies of all permits and associated permitting information required to complete the Work not provided by the OWNER.
8. Water Quality Laboratory: The CONTRACTOR shall submit the name, address, and other relevant contact information for the lab proposed for water quality analysis. The lab shall be certified by TCEQ for drinking water analyses and is subject to approval of the OWNER.

## SECTION 005 SMALL CAPACITY WATER WELL CONSTRUCTION

9. Drilling Fluids Program: The CONTRACTOR shall submit the proposed Drilling Fluids Program including QA/QC procedures to the OWNER for Approval.
- B. Construction Submittals:
1. Daily Drilling log: The CONTRACTOR shall maintain a daily log of events for his activities during well construction and testing. The information shall be recorded on Daily Drilling Report forms for each drilling rig in operation. The report forms should include the following information: bit assembly and drill string, drilling mud and additives, drilling fluid “mud” data (every two hours), fluid losses, water- and fluid-level changes, footage drilled and formations encountered, and cementing operations. In addition, information relative to maintenance and repair time, details of repair, presence of CONTRACTOR’S personnel and subcontractor, and other pertinent information shall be included.
  2. Mill Certificates: Casing mill certificates shall be submitted to the OWNER for all casing and screen prior to the installation of the casing in the ground.
  3. Geological Samples: The CONTRACTOR shall collect, rinse, label, and store, in cloth, oil well sand sample bags with a drawstring top, at a well protected place near the drilling site, samples of all geological formations encountered during drilling operations. The first sample shall be taken at 10 feet below existing ground surface, and additional samples shall be taken at increments of 10 feet in drilling depth and at every lithologic change in formation. Each sample shall be clearly labeled to indicate well number, date, time, and the exact depth from which the sample was collected. Two (2) sets of geologic samples shall be retained by the CONTRACTOR as directed by the OWNER. Sampling will not be required during reaming except samples that may be taken by the OWNER. The CONTRACTOR will deliver geological samples from each well to the OWNER within ten (10) calendar days of well completion.
  4. Geophysical Logs and Downhole Televised Surveys: Borehole geophysical logs and televised surveys shall be provided as described in Section 006 Logging and Televising.
  5. Cementing Log: The CONTRACTOR shall submit two cementing reports provided by the CONTRACTOR or cementing service Subcontractor to the OWNER within 24 hours of completing each stage.
    - a. If the CONTRACTOR utilizes a cementing service company for this process the reports must include both graphical and tabular data detailing the cementing process, including cement density,

- pumping rate, pumping pressure, displacement volumes, and other relevant administrative information.
- b. If the CONTRACTOR does not utilize a cementing service company for this process the report must list the materials used in the plugging, quantity of materials used, depth casing was cut below grade (well plugging), and a brief summary of the conditions encountered.
6. Operational Plans: The CONTRACTOR shall submit for the OWNER'S review plans for casing/screen installation and cementing operations at least 48 hours prior to commencing work on those operations. These plans shall include the following information:
- a. Proposed Design Mark-up Log:
    - 1) On a final copy of the completed borehole geophysical log, CONTRACTOR shall annotate the following:
      - a) Total depth of proposed well
      - b) Mark-up on depth scale of log depicting proposed settings of all blank casing, and sump. Mark-up should match the actual depth of casing and sump with the corresponding geology in the borehole. Mark-up should note the type and diameter of casing used.
      - c) Mark-up on depth scale of log depicting proposed settings of screened intervals. Mark-up should match the actual depth of casing, screens, etc. with the corresponding geology in the borehole. Mark-up should note the type, diameter, and slot size of screen used.
      - d) Mark-up on depth scale of log depicting proposed settings of each centralizer installed in the casing string. Mark-up should match the actual depth of centralizers referenced in feet below ground surface.
      - e) Mark-up on depth scale of log that depicts proposed total linear feet of gravel, clearly indicating top and bottom ending of gravel in the annular space referenced from feet below ground surface. Mark-up should include gravel size and description
      - f) Mark-up on depth scale of log that depicts proposed total linear feet of grout, clearly indicating top and bottom ending of grout in the annular space referenced from feet below ground surface. Mark up should include grout type and description.
      - g) Mark-up on depth scale of log that depicts proposed total linear feet of cement, clearly indicating top and bottom ending of cement in the annular space referenced from feet below ground surface. Mark-up should include cement type and description.
      - h) Signature of driller and driller's license number.

b. Development Records:

- 1) Development and test records shall be recorded on an hourly basis, showing production rates, static water level, pumping level, drawdown, production of sand, and all other pertinent information concerning development methods.

c. Records Required by Law:

- 1) The CONTRACTOR shall maintain all records required by governmental agencies having jurisdiction, and shall submit such records to them as may be required. Two copies of all such material shall also be furnished to the OWNER.

d. Accident Reports:

- 1) One copy of the CONTRACTOR'S accident report form shall be submitted to the OWNER within 24 hours of the occurrence of any accident in connection with the work.

C. Post Construction Submittals:

1. Final Well Inspection Video:

- a. When performed by CONTRACTOR or Subcontractor, the CONTRACTOR shall submit two DVD copies of the final inspection downhole video survey to the OWNER within 24 hours after completion of the survey as specified in Section 006.

2. Completion Report Required: A water well completion report (Well Report) must be filed with the Texas Department of Licensing and Registration within 30 days of well completion. Material to be included in this report is outlined in Texas Administrative Code Section 290.41 (c) (3)(A), (B), (C), and (G) of the rules.

D. Contract Closeout Submittals:

1. Bacteriological Analyses Reports: Test results provided by State certified laboratory.
2. State of Texas Well Completion Report: Administratively complete and accepted well completion.
3. State of Texas Well Plugging Report: Administratively complete and accepted well plugging reports

4. Final reproducible copies of geophysical logs and televised survey if performed by CONTRACTOR.

## 1.6 REJECTION AND REMEDY

### A. Performance Tests:

1. Wells failing performance tests are unacceptable and are subject to immediate repair in an acceptable manner or subject to abandonment and plugging, and a new well constructed at the CONTRACTOR'S expense. Remedial work shall be performed by the CONTRACTOR and approved by the OWNER. The OWNER may request additional testing to evaluate the effectiveness of the remedial work done. This testing will be completed at the CONTRACTOR'S expense.

### B. Deviations from Contract:

1. Deviations from specified test and design requirements are unacceptable and shall be remedied immediately in an acceptable manner or the well shall be deemed unacceptable and shall be properly plugged and a new well constructed at CONTRACTOR'S expense.

### C. Repeat Work:

1. All work required to be repeated, resulting from the CONTRACTOR'S performance, including all additional materials, labor and equipment required, shall be furnished at the expense of the CONTRACTOR, and no claim for additional compensation shall be made or be allowed therefore, except as specifically provided herein.

### D. Remedial Work:

1. If it becomes necessary to perform remedial work prior to final acceptance for it to meet either regulatory requirements or the Technical Specifications and Contract Documents, or both, due to defective materials, accident, loss of equipment or equipment malfunction, or for any other cause directly attributable to the CONTRACTOR'S actions, the CONTRACTOR shall bear the entire cost of the remediation, including any necessary engineering costs to meet regulatory requirements. In the event of a problem, the OWNER shall be notified immediately, and the following shall apply:
  - a. The CONTRACTOR shall propose a method of correcting the problem, in writing to the OWNER.
  - b. The OWNER shall review the method of corrective action, and accept the plan in writing before work can proceed.

- c. At all times, all work on the well must be in accordance with all applicable local, state and federal regulations.
- d. Work will be performed at no additional cost to the OWNER and it shall not extend the length of the contract.

## **PART 2 PRODUCTS**

### **2.1 GENERAL**

#### **A. Materials Delivery, Storage, and Security:**

1. **Delivery:** All materials shall be delivered in an undamaged condition and stored to provide protection against damage. All defective or damaged materials shall be replaced with new materials at the CONTRACTOR'S expense.
2. **On-site Storage:** All well construction materials stored on location shall be managed in such a way to protect it from the elements, damage, and contamination. Screen and casing material shall not be placed directly on the ground surface during storage.
3. **Well Site Security:** The CONTRACTOR shall provide reasonable well site security measures to prohibit livestock and human intrusions. Temporary fencing shall be erected to completely enclose the work area and protect the borehole.

#### **B. CONTRACTOR'S Equipment:**

1. The CONTRACTOR'S equipment shall be clean, well maintained, and in good operating condition when delivered to the site, and during the entire operation.
2. The equipment shall be of adequate size, strength, horsepower, and capacity for the project and shall be of the type successfully utilized by the CONTRACTOR for the construction of similar or larger wells within the last two years.
3. All equipment shall be provided with safety devices as required by governmental authorities having jurisdiction.
4. The rig engines and all other motorized equipment shall have operational mufflers and fully intact exhaust systems capable of reducing operating noise to acceptable levels. Equipment with missing, damaged, or inoperative mufflers/exhaust systems shall be repaired or replaced immediately to ensure that CONTRACTOR operations are not disruptive to nearby residents.

5. At all times, the CONTRACTOR must provide safety equipment, as required by all applicable federal and state regulations.
- C. Final Depths and Lengths: The estimated depths and lengths for boreholes and casings listed on Task Orders are based on anticipated drawdown at each individual location. Final designs will be based on the actual lithology found in the pilot hole of the respective well. Payment will be based on actual quantities furnished, installed, or constructed, in accordance with the schedule of values.

## 2.2 SURFACE CASING

- A. The surface casing shall be minimum 20 feet in length and shall be mild steel meeting the requirements of ASTM A53, Grade B, or ASTM A139.
- B. The surface casing shall have minimum inside diameter of 14 inches.
- C. Surface casing shall be one single continuous 20 foot length of casing. Scrap or multiple sections of casing may not be welded together and used as surface casing
- D. All surface casing material shall be new and unused.
- E. The borehole for the surface casing shall be a minimum of 6-inches larger than the outside diameter of the conductor casing and the annular space shall be filled with neat cement.

## 2.3 DRILLING

- A. Drill Bits:
  1. Drill bits will be of a tri-cone roller-bit type and will not utilize carbide nozzles. The removal of the nozzles is necessary to prevent velocity fluid from “washing out” the diameter of the pilot borehole and degrading the quality of the borehole geophysical logs.
- B. Drilling Fluids:
  1. The CONTRACTOR may utilize a drilling fluid comprised of either a polymer-based “mud” or a bentonite “gel”-based mud. In the case of a “gel”-based mud, the material must be a high-yield, 200-mesh sodium bentonite (Baroid Quik-Gel® or CETCO Super Gel-X®, or equal). Only a bentonite viscosifier meeting the requirements of API Standard 13A is considered sufficient for the applications required in this contract.
  2. The drilling fluid shall possess such characteristics as are required to adequately condition the walls of the hole to prevent caving of the walls

as drilling progresses, and to permit recovery of representative samples of cuttings.

3. The CONTRACTOR shall use all new materials in the formulation of drilling fluid at each well site. Used drilling fluid materials shall not be reused at subsequent well sites.
4. Any drilling fluid additives to be used shall require approval of the OWNER.
5. All drilling fluid components and additives shall be NSF/ANSI 61 Approved.
6. The use of salt or brine as a method of increasing the mud weight during drilling will not be permitted under any circumstances during the construction of the well.
7. The use of soda ash for pH control is authorized.
8. The CONTRACTOR shall provide and operate portable laboratory equipment for monitoring basic drilling fluid properties such as fluid density, viscosity, pH, and filtrate rate.
9. The CONTRACTOR shall be responsible for maintaining the quality of the drilling fluid to assure protection of the water bearing formations exposed in the borehole, to adequately maintain the walls of the hole to prevent caving of the walls as drilling progresses, and to permit recovery of representative samples of cuttings.
10. Only potable water from a source approved by OWNER shall be used in formulating drilling fluids whether employed alone or in combination with drilling additives.

#### 2.4 PILOT BOREHOLES:

- A. The pilot borehole shall have a nominal diameter of 8 inches to achieve optimum quality of borehole geophysical logging. The CONTRACTOR shall utilize a drill bit size of not less than 7.875 inches and not more than 8.750 inches in diameter. Pilot borehole diameters outside of this range are not authorized and no payment will be made for pilot borehole drilling if this drill bit size range is exceeded.

#### 2.5 WELL CASING

- A. CONTRACTOR provides all materials and equipment necessary for joining and installing the casing as specified.

### SECTION 005 SMALL CAPACITY WATER WELL CONSTRUCTION



- B. CONTRACTOR provides all casing types, thickness, diameters, and weights as specified in the Task Order.
- C. Casing stored onsite shall be kept on elevated stands of sufficient weight bearing capability. Casing will not be allowed to contact the ground surface during storage or well construction operations.
- D. Casing that is damaged by improper storage or handling is not acceptable for use and will be replaced at CONTRACTOR'S expense.
- E. PVC Casing:
  - 1. The casing used shall be of new PVC pipe, NSF approved for potable water supply, and free from cracks, dents, gouges, and bulges.
  - 2. PVC casing shall be SDR 17, meet the requirements of ASTM D1784, and factory assembled in 20-foot lengths. Smaller lengths of 5 and 10 feet shall also be furnished to accommodate the final well design established by the OWNER.
  - 3. The casing shall include an integral bell on one end and join together by means of a mechanical locking spline type joint. High-strength flexible thermoplastic splines shall be inserted into mating precision-machined grooves to provide full restraint with evenly distributed loading.
  - 4. Casing joined by threaded couplings shall not be used.
  - 5. Each joint shall include internal sealing gaskets located above and below the spline insertion point and shall maintain a watertight seal upon assembly and installation into the borehole.
  - 6. The casing shall extend from a point 18 inches above the ground elevation to the depth specified by the OWNER. The casing above surface shall not terminate in a belled end, and shall be cut flush and level, and prepared to accept an appropriately sized sanitary well seal.
  - 7. All grout, drilling mud, cement, and other debris shall be cleaned from the exterior of the casing that extends above ground surface.

## 2.6 CASING AND SCREEN CENTRALIZERS

- A. Materials shall be physically and chemically compatible with the well casing and screens.
- B. Centralizers shall be fitted on all casing using Haliburton Company or equal style centralizers with "bow spring" straps at 0, 90, 180, and 270 degrees around the casing at each position.

## SECTION 005 SMALL CAPACITY WATER WELL CONSTRUCTION

- C. Centralizers shall be placed at both the top and the bottom of each screened interval and so positioned that the centralizers do not cover any portion of the screens. Centralizers shall be placed on the remainder of the casing every 200 feet to the top of the casing string.
- D. Centralizers shall be attached to casing with straps made of material physically and chemically compatible with the well casing and screen.
- E. Casing centralizers shall meet the requirements of API Specification 10D.
- F. Centralizers shall be designed to provide adequate centering of well casing of the diameter and to the depths required for this project.

## 2.7 WELL SCREEN

- A. CONTRACTOR will provide the well screen, fittings, and all material and equipment necessary to install the well screen assembly as specified in the Task Order.
- B. Screened sections shall be of the same material, manufacture, and joining mechanism. Mismatched screen sections are not acceptable for use in well construction.
- C. Screens stored onsite shall be kept on elevated stands of sufficient weight bearing capability. Screens will not be allowed to contact the ground surface during storage or well construction operations.
- D. Screen that is damaged by improper storage or handling is not acceptable for use and will be replaced at CONTRACTOR'S expense.
- E. CONTRACTOR shall provide the types of screen materials as specified in the Task Order to include:
  - 1. Precision-machine slotted PVC.
  - 2. Slot size shall be recommended by CONTRACTOR based on geologic formation of the proposed screened interval. Slot size greater than 0.035 inch will not be allowed unless approved by the OWNER.
  - 3. Well screen and fittings shall be of adequate strength to withstand the conditions indicated in the Task Order, as recommended by the screen manufacturer.
  - 4. The PVC screen shall include an integral bell on one end and join together by means of a mechanical locking spline type joint. Screen shall not be joined to the casing string by threaded couplings unless specifically approved in writing by OWNER.

5. Each joint of screen shall include internal sealing gaskets located above and below the spline insertion point and shall maintain a watertight seal at the joint upon assembly and installation into the borehole.
- F. Screened intervals may include blank sections of casing, no less than twenty (20) feet in length.
- G. Well screen assembly shall include a 5-foot capped sump consisting of blank, PVC pipe meeting the PVC requirements listed in section 2.4. The sump shall be attached to the bottom of the screened interval at a spline-locking joint. Screws used to attach the sump cap must be stainless steel and of appropriate length so that they will not fully penetrate through or protrude into the inside of the sump.

## 2.8 GRAVEL PACK MATERIAL

- A. Gravel pack material must conform to AWWA A100-06 with respect to specific gravity, uniformity, absence of deleterious substances, and non-rounded fragments.
- B. All material for stabilizing gravel filter pack shall be hard, well rounded, water-worn sands or gravels composed of at least 90 percent silica, washed clean of silt, dirt and foreign matter, with a specific gravity not less than 2.6. Crushed rock will not be accepted.
- C. Gravel shall be washed, disinfected, and free from chemical contamination.
- D. Anticipated gravel size for well construction is #8/16. Upon review of geophysical logs and cutting samples from proposed screened intervals within the borehole, CONTRACTOR may recommend an alternate gravel size. Alternate gravel size must be approved by OWNER before use in well construction.
- E. Gravel will be delivered to and stored on site in bulk containers approved by OWNER. Gravel that contacts the ground surface will not be allowed for use in well construction.
- F. Re-bagged or used gravel will not be allowed for use in well construction or any other work completed under this contract

## 2.9 ANNULAR SEAL

- A. Portland Cement: Conform to ASTM C150, Type I.
- B. Grout Additives:
  1. Additives such as bentonite to reduce shrinkage, other admixtures (ASTM C494) to reduce permeability, increase fluidity, and control set

time, shall be suitable for use in water well construction. A maximum of 6 percent bentonite by weight will be permitted.

2. Use of additives and composition of resultant slurry, shall be subject to OWNER'S approval.

#### 2.10 REINFORCED CONCRETE FOR WELL SLABS

- A. Portland cement shall meet ASTM C150, Type 1.
- B. Minimum 28-day compressive strength: minimum 3,000 psi.
- C. Reinforcing steel shall meet ASTM A615, Grade 60.

#### 2.11 DEVELOPMENT AND TEST PUMPING

- A. Provide temporary discharge piping to convey water produced during well development to a discharge point designated by the well owner and approved by OWNER, within approximately 100 feet of the well site.
- B. CONTRACTOR shall be responsible for constant monitoring of discharge during well development and take proactive measures to ensure that discharge does not enter onto adjoining property.
- C. Provide necessary erosion control measures at discharge point.
- D. CONTRACTOR shall take all reasonable precautions to ensure that run-off from well drilling or development activities does not impact the well owner's ability to enter or exit from the drilling site.
- E. Well Pumping Equipment: The CONTRACTOR shall provide/operate a test pump and power source that is capable of discharging at least 60 gpm from a maximum 400-foot lift. The test pump shall be hung on column pipe with a minimum diameter of 2 inches.
- F. Flow Measurement: The CONTRACTOR will provide discharge measurement equipment that is capable of accurately measuring well discharges up to the maximum planned rate for the well, or 70 GPM at a minimum. The flow measurement device shall be installed with the minimum length of straight pipe upstream and downstream, as required by the manufacturer.
- G. The CONTRACTOR shall furnish and install a throttling valve downstream of the flow meter.
- H. If necessary CONTRACTOR shall provide silt barriers and removal of discharged sand upon completion of the job.

## **PART 3 EXECUTION**

### **3.1 GENERAL**

- A. **Equipment Maintenance:** All equipment shall be carefully maintained during the CONTRACTOR'S operations period.
- B. **Repairs:** Any damage to the well or surrounding property and/or facilities of any nature due to the CONTRACTOR'S operations shall be repaired or replaced at the CONTRACTOR'S expense.
- C. **Environmental Considerations:** All regulated materials, liquids and/or substances shall be stored in secondary containment in compliance with applicable regulations of State or local Wellfield Protection requirements. It is the responsibility of the CONTRACTOR to obtain the regulated materials list from the appropriate agency and to provide the OWNER with an inventory of all regulated materials to be used on the job site. The integrity of the secondary containment area shall be demonstrated by the CONTRACTOR for the OWNER upon request.
- D. **Protection of Water Quality:** The CONTRACTOR shall take all necessary precautions to prevent contaminated water, gasoline, or other hazardous substances from entering the well, either through the well or through seepage from ground surface. The CONTRACTOR shall maintain precautions during and after construction of the well and until acceptance of the well by the OWNER. If the CONTRACTOR fails to prevent contaminants from entering the groundwater, remedial action as required by the governing regulatory agencies shall be performed by the CONTRACTOR at the sole expense of the CONTRACTOR.
- E. **Cuttings and Fluid Disposal:** It is the intent of the project to dispose of all water on site. Fluids and solids that cannot be acceptably disposed of on site will require hauling off site. The CONTRACTOR shall be responsible for providing and maintaining all necessary tank trucks, dump trucks, pipe, pumps, and equipment necessary to pump and haul excess pad drainage, drilling fluid, drill cuttings, and pumped water to a predetermined disposal site in accordance with Federal, State, and local regulations, or subcontract with a firm capable of providing these services when necessary. The CONTRACTOR shall provide all facilities, equipment, and materials required for the removal of drilling wastes, excess development materials, and construction debris from the well site.
- F. **Access to Well:** At certain intervals, for the purposes of gathering samples and test data, the OWNER shall require access to the well in close proximity to the drill rig. The CONTRACTOR shall assist the OWNER in this activity, providing safe conditions for the collection of information and samples during drilling and testing operations.

- G. Construction Safety Program: The CONTRACTOR shall comply with the OSHA regulations contained in 29 CFR Section 1910 for General Industry Regulations, 29 CFR Section 1926 for Construction Regulations, and any safety measures required by the SAWS Health and Environmental Safety Department
- H. Construction Water Supply: The CONTRACTOR will obtain construction water from a source approved by the Owner. The CONTRACTOR will supply all pumps, power supply, storage, piping, and valves necessary to obtain water.
- I. Site Maintenance, Cleanup, and Restoration:
  - 1. Unused Materials and Equipment: During construction, the CONTRACTOR shall daily remove from the site all accumulated debris and surplus materials of any kind that result from his operations. Unused tools or equipment shall be stored at the CONTRACTOR'S yard or base of operations for the project.
  - 2. Periodic Cleaning: The CONTRACTOR shall perform clean-up work on a regular basis as requested by the OWNER.
    - a. Basic site restoration in an area shall be accomplished immediately following installation or substantial completion of the required facilities in that area. Also, such work shall be performed, when requested by the OWNER.
    - b. If the CONTRACTOR fails to perform periodic clean-up and basic restoration of the site to the OWNER'S satisfaction, the OWNER may, upon five days written notice to the CONTRACTOR, employ such labor and equipment, as he deems necessary for the purpose at the CONTRACTOR'S expense.
  - 3. Work Completion: Upon completion of work at the site, the CONTRACTOR shall promptly remove all his equipment and unused materials. He shall dismantle any temporary structures erected for his purposes that are not part of the final product. He shall promptly affect minor repairs and leave the site in a manner approved by the OWNER, within one month after the completion of drilling and testing. The CONTRACTOR shall repair any damage to property or facilities caused by its operations prior to final acceptance of the work.
- J. Site Remediation: The CONTRACTOR shall thoroughly clean the site after completion of its operations. All excess drilling fluids, gravel, debris, and other materials utilized during the construction shall be removed and disposed of by the CONTRACTOR. Mud sumps and other work excavations shall be filled, compacted and graded, and the site returned to a condition equivalent to the conditions of the property prior to the commencement of work.

### 3.2 DRILLING EQUIPMENT

- A. If mud-rotary technique is used, provide drilling rig and accessories required to complete the well up to 1,000 feet in depth.
- B. If air-rotary technique is used, provide drilling rig and accessories required to complete the well up to 1,100 feet in depth.

### 3.3 TEMPORARY PIPING

- A. Provide temporary piping and appurtenances to convey water, cuttings, and drilling fluid produced by drilling and development of well to a designated location approved by OWNER.

### 3.4 SURFACE CASING

- A. The CONTRACTOR shall set surface casing to a depth not less than 20 feet below grade or as determined by the CONTRACTOR and approved by the OWNER.
- B. At the OWNER'S direction, the CONTRACTOR shall hand excavate the site of the conductor casing to a depth of not less than 3 feet below grade and a radius of 3 feet from the borehole prior to drilling. This step is necessary to adequately determine the absence of unmapped underground utilities at the site.
- C. The surface casing shall be cemented in place to surface with neat cement.
- D. When the conductor casing does not require daily access, the CONTRACTOR shall place a metal plate tack welded to the opening of the casing.

### 3.5 DRILLING FLUID QUALITY CONTROL

- A. Drilling fluid control and testing shall be in accordance with API Code RP-29. A record of drilling mud properties shall be collected every two hours showing mud density, marsh funnel viscosity, sand content, pH, drilling fluid losses, all additions of water or manufactured products to the drilling mud and the drilling depth at the time of the additions. The mud log shall be included with the CONTRACTOR'S daily log and provided to the OWNER.
- B. The CONTRACTOR shall maintain complete control over drilling fluid characteristics during the entire operation of well construction. If proper control of the drilling fluid is not maintained, the CONTRACTOR may be required, at the CONTRACTOR'S, to retain or employ an experienced, qualified drilling fluids service on the job during all operations to supervise and maintain drilling fluid characteristics.
- C. The CONTRACTOR shall be responsible for maintaining the quality of the drilling fluid to assure protection of the water bearing formations exposed in the borehole to adequately maintain the walls of the hole to prevent caving of

the walls as drilling progresses, and to permit recovery of representative samples of cuttings. The use of soda ash for pH control is authorized.

- D. Mud properties shall be maintained as follows, unless otherwise approved by the OWNER:
1. Sand Content: Less than 5 percent.
  2. Density: Less than 9.0 lb/gal.
  3. Filtrate: Less than 15 cc.
  4. Wall Cake: Less than 2/32 inch.

### 3.6 PILOT HOLE DRILLING

- A. The wells shall be drilled by the mud-rotary or air-rotary method as specified by OWNER.
- B. The maximum allowable pilot hole diameter shall be 8.75 inches in diameter.
- C. Drilling Fluids and Additives:
1. All drilling fluids used shall be freshly mixed onsite. Reused fluids will not be acceptable.
  2. Fluids must be approved for use in water well construction.
  3. Suitable to complete well as specified.
- D. Cuttings Collection:
1. Collect formation samples from the circulation fluid at 10-foot intervals from the surface to total depth.
  2. Each sample shall be approximately ½ pint in volume. Place each sample in a container clearly labeled with the date, well identification, and sample interval. Samples shall be submitted to the OWNER within 24 hours of pilot hole completion.
  3. To ensure the most representative formation samples during drilling, the pilot borehole penetration rate shall not exceed the ability of the mud system to condition the mud. The OWNER reserves the right to request the CONTRACTOR to slow or temporarily halt pilot hole drilling to allow for representative cuttings collection, including sand collection.



- E. Remove from the drilling site all cuttings and other byproducts of drilling operations which are not required to complete the Task Order work unless otherwise specified by OWNER.
- F. Water produced during well development shall be contained onsite. After complete removal of sediment, convey water to the designated discharge point. Discharged water shall not be allowed to pool or pond in a manner that inhibits the well owner's activities at the site.
- G. The terminus of the discharge should be configured to prevent excessive erosion. CONTRACTOR shall be liable for repairing or replacing driveways, road surfaces, or other material eroded by discharged water.

### 3.7 GEOPHYSICAL SURVEYS

- A. Perform geophysical logging of open borehole in accordance with this section and Section 006 of this Contract.
- B. Prior Notice: The OWNER shall be given 48 hours notice of the time when the geophysical log will be run to witness the performance of the log.
- C. Maintenance of Borehole: The CONTRACTOR will maintain the straightness of the borehole and prevent sloughing and collapse of the borehole during geophysical logging of the pilot hole. The CONTRACTOR shall circulate and condition the pilot borehole for a minimum of 1 hour following the achievement of total depth (T.D.). It shall be the responsibility of the CONTRACTOR to maintain the integrity of the borehole during logging.

### 3.8 OWNER INSTRUCTIONS TO PROCEED

- A. Termination of Work: If information indicates that the completion of a well at the pilot borehole site is not warranted, the OWNER reserves the right to terminate all further well construction work at the site.
  - 1. The CONTRACTOR shall be required to abandon the pilot borehole as directed by the OWNER in accordance with regulations formulated by governmental agencies having such jurisdiction.
  - 2. The CONTRACTOR shall plug the borehole by filling it with neat cement in accordance with Texas Water Driller's rules.
  - 3. The OWNER reserves the right upon termination of work at the site to have the CONTRACTOR move to another site selected by the OWNER within a one-mile radius of the terminated hole, and to drill another pilot borehole.

- B. Proceed with Work: If information indicates that completion of a well at the pilot borehole site is warranted, the OWNER shall instruct the CONTRACTOR to proceed with reaming the pilot borehole.
- C. Waiting Period: The OWNER reserves the right to wait 24 hours after the pilot borehole, and geophysical surveys are completed and submitted to the OWNER before instructing the CONTRACTOR to proceed with the work. No Standby Time will be paid for this period while the OWNER interprets the information.

### 3.9 REAMED HOLE DRILLING

- A. Notice to Proceed: After being given notice to proceed with reaming of the pilot hole, the CONTRACTOR shall begin reaming the hole to the final diameter to the depth indicated in the Task Order and by the OWNER. Final depths are dependent upon field conditions and are to be determined by the OWNER.
- B. Reamed boreholes are to be a minimum of 6 inches greater diameter than the associated screen or casing nominal diameter.
- C. Ream boreholes are to be sufficiently straight and plumb to permit installation of casing and pumping equipment.
- D. When using the mud-rotary method, boreholes shall be maintained full of drilling fluid at all times until the well screen, casing, and gravel pack have been installed.
- E. CONTRACTOR shall not ream borehole to total depth unless prepared to immediately set the entire length of casing, screen, and gravel pack at the completion of the final reaming pass. The CONTRACTOR shall stop reaming 60 feet above proposed screened interval until prepared to set casing, screen, and gravel pack.

### 3.10 DRILLING LOGS

- A. Maintain up-to-date daily logs of drilling progress.
- B. Maintain current copy of logs at drill site for inspection.
- C. Maintain Borehole Log containing:
  - 1. Description of geologic materials and depth encountered.
  - 2. Presence or absence of water.
  - 3. Depths of lost circulation.
  - 4. Methods used to regain circulation.

5. Drilling rates.
  6. Time, depth, and description of unusual occurrences or problems during drilling.
  7. Diameter and length of casing installed.
- D. Final Well Log:
1. Geologic log.
  2. Borehole diameters.
  3. Depth to bottom of casing and bottom of borehole.
  4. Diameters and wall thicknesses of casing.
  5. Range of depth of each cemented zone and quantity of cement used.
  6. Other information from daily logs pertinent to well construction.

### 3.11 PROTECTION OF WATER QUALITY

- A. Prevent contaminated water, gasoline, or other harmful substances from entering well, either through opening or by seepage into ground.
- B. Do not allow cuttings or drilling fluids to contaminate ground or surface water.

### 3.12 CASING INSTALLATION

- A. Preparation Required:
  1. The CONTRACTOR shall lay casing in order of installation, with heat numbers clearly visible for inspection by the OWNER. The casing shall be staged on supports above the ground surface.
  2. The CONTRACTOR shall measure each joint of pipe installed and maintain a tally of the quantities and depths of materials placed in the hole. It shall be the CONTRACTOR'S responsibility to use the necessary caution in installing the casing to insure that no collapse or rupture of the casing occurs.
- B. Casing lengths shall be joined watertight by a method appropriate to the material used, so that the resulting joint shall have the same structural integrity as the casing itself.

- C. Centralizers: All casings in each well shall be centralized in the borehole using bow-spring-type centralizers installed at intervals along the pipe at 0, 90, 180, and 270 degrees around the casing at each position. The four centralizers spaced at 90 degrees around the casing constitute a centralizer group.
  - 1. Well Casing: Centralizer groups in well casing will be placed as follows:
    - a. One group at the bottom of each screened interval.
    - b. One group at the top of each screened interval.
    - c. One group every 200 feet.
  - 2. Alignment: All centralizers shall be vertically aligned, one above the other to permit the passage of tremie pipes alongside the casing to the bottom of the borehole.
- D. The weight of the casing and screen shall be supported by the drilling rig until gravelling and grouting/cementing of the casing is complete.
- E. Installed casing shall extend 18 inches above the ground surface.
- F. Failure to Complete: If the casing cannot be landed in the correct position or at a depth approved by the OWNER, the CONTRACTOR shall construct another well immediately adjacent to the original location and complete this well in accordance with the Contract Documents at no additional cost to the OWNER.
- G. The abandoned hole shall be sealed in accordance with all State of Texas regulations.
- H. Casing that fails, collapses, or separates during construction shall be removed from the borehole and repaired or replaced at CONTRACTOR'S sole expense. Wells that develop leaking joints after well completion must be plugged and replaced with a new well constructed at CONTRACTOR'S sole expense.

### 3.13 WELL SCREEN INSTALLATION

- A. Install a capped 5 foot sump at bottom of screened interval.
- B. The capped sump shall be attached to the bottom of the screened interval at a spline-locking joint. Any screws used to secure the sump cap must be stainless steel and an appropriate length that they will not fully puncture the casing wall and protrude through to the interior of the well casing.
- C. Install well screen assembly and fittings in conformance with manufacturer's recommendations.
- D. Install screens of the lengths and to the depth as directed by the OWNER. The wells may have screen intervals separated by casing.

- E. The weight of the casing and screen shall be supported by the drilling rig until graving and grouting/cementing of the casing is complete.
- F. Failure to Complete: If the screen cannot be landed in the correct position or at a depth approved by the OWNER, the CONTRACTOR shall construct another well immediately adjacent to the original location and complete this well in accordance with the Contract Documents at not additional cost to the OWNER. The abandoned hole shall be sealed in accordance with all State of Texas regulations.
- G. Screen that fails, collapses, or separates during construction shall be removed from the bore hole and repaired or replaced at CONTRACTOR'S sole expense.
- H. Screens in completed wells shall be free of all debris, drilling mud, and grout. Wells with screens blocked by grout or drilling mud shall be cleaned at CONTRACTOR'S sole expense. If CONTRACTOR is unable remove blockage from screens, then the well will be plugged and replaced at the sole expense of the CONTRACTOR.

#### 3.14 GRAVEL PACK PLACEMENT

- A. The drilling fluid shall be conditioned prior to installing gravel pack to minimize drilling fluid density while protecting the borehole from collapse.
- B. Equipment used to install gravel pack shall be free of all foreign debris, plant material, etc. prior to gravel placement. Equipment and water used to install gravel pack shall be maintained as necessary to ensure the gravel is not contaminated with foreign debris during gravel pack installation.
- C. The gravel shall be introduced through a tremie pipe at a controlled rate from the bottom of the borehole, with a maximum free fall distance of 20 feet, so as to prevent bridging and provide a uniform envelope around the screen.
- D. The gravel pack shall be installed from the bottom of the sump to 30 feet above the top the screened interval unless otherwise specified by OWNER.
- E. During the placement of the gravel pack, the top of the gravel shall be continuously sounded to measure the rate of rise and to determine if bridging is occurring. Level measurements and amount of gravel poured at the time of each measurement shall be logged and presented to OWNER upon request.
- F. Excess gravel pack above the depth specified by OWNER shall be removed by CONTRACTOR at the OWNER'S discretion.
- G. Used, re-bagged, or mixed gravel will not be allowed for well construction or plugging activities under this Contract.

- H. The gravel pack shall be capped with a neat cement seal or grout as directed by the OWNER, and have a minimum thickness of five feet.

### 3.15 MIXING AND PLACING GROUT

- A. Consistency and method of mixing shall be reviewed by the OWNER prior to grouting.
- B. The OWNER will review the method of grout placement. Grout shall be placed so as to:
  - 1. Force grout from the bottom of the annular space to land surface.
  - 2. Introduce grout in an amount and rate consistent with PVC pipe manufacturer's specification so as not to damage the PVC well casing.
  - 3. Maintain sufficient fluid circulation inside PVC casing to prevent damage or distortion to PVC casing by curing grout.
  - 4. Development operations are not permitted until grout has cured.
  - 5. Curing time for Portland Cement Type I is a minimum of 24 hours.
- C. All stages will be pumped through a tremie installed in the annulus.
- D. Lost Circulation: If there is a loss of circulation or there are no returns at the surface, the OWNER shall be informed immediately of remedial procedures that will be used to re-establish circulation and complete the cementing/grouting program according to the well design and technical specifications.
- E. Cement Hydration: The well shall remain undisturbed for at least 24 hours after cementing/grouting of casing is complete, unless otherwise approved by the OWNER.
- F. Wells that are improperly grouted or damaged during the grouting process must be plugged and replaced with a new well constructed at CONTRACTOR'S sole expense.

### 3.16 WELL DEVELOPMENT

- A. After the well has been completely constructed in accordance with the requirements of the Contract Documents, the CONTRACTOR shall notify the OWNER and shall make the necessary arrangements for conducting the well development. Development shall be executed using the following techniques, or other techniques proposed by the CONTRACTOR, and subject to the approval of the OWNER. Development at any well can be suspended at any time, at the discretion of the OWNER, to minimize impacts during data

collection activities at the work site. Development shall continue until the CONTRACTOR has determined that the well will meet or exceed the rated output of the well being replaced.

- B. The CONTRACTOR shall commence well development activities on each well within 24 hours following cementing/grouting. This requirement is intended to minimize the well development effort.
- C. Development shall be executed using the following techniques, or other techniques proposed by the CONTRACTOR and subject to the approval of the OWNER.
- D. Prior to commencement of any development activities, the interior of the casing will be flushed with fresh water to remove as much accumulated drilling fluid and cuttings as possible.
- E. Development by Airlifting:
  - 1. Airlifting shall commence at the uppermost portion of the screened interval and proceed downward using an eductor pipe. Upon reaching the lowermost portion of the well, airlifting shall continue from that point until such times as the OWNER deems the process to be completed.
  - 2. Water produced during development shall be contained on-site. The CONTRACTOR shall prevent any site flooding or erosion, which might be caused by the discharge. Any necessary crossings over the discharge piping shall be constructed and maintained by the CONTRACTOR.
- F. Development by Swabbing and Bailing:
  - 1. After the conclusion of development by airlifting, the CONTRACTOR shall commence to develop with a swab or surge block.
  - 2. Development of the well with the swab or surge block shall commence by gentle surging beginning at the top of the uppermost-perforated interval.
  - 3. Periodically the CONTRACTOR shall measure and remove from the well all sand and mud, which has accumulated at the bottom of the well.
  - 4. Swabbing shall continue until no additional appreciable quantity of sand and mud is brought into the well.
  - 5. The surging tool (i.e., swab or surge block) shall be progressively lowered and the preceding process repeated until the bottom of the perforated interval is reached.

6. This top and bottom surging procedure shall be repeated for each perforated interval in the well. OWNER shall determine when development by swabbing and/or bailing is adequate to move on to development by pumping.
- G. Develop the well until water has a sand content less than 5 mg/l and the maximum production capacity of the well is achieved.
- H. Water produced during development shall be contained onsite. After complete removal of sediment, convey water to the designated discharge point.
- I. Sound well and clean to total cased depth upon completion of development.

### 3.17 TEST PUMPING

- A. Once development by airlifting, swabbing, and bailing is complete, the CONTRACTOR shall notify the OWNER and schedule a time for a constant – discharge test of the well.
- B. The CONTRACTOR shall furnish, install, operate, and remove a submersible test pump. The pump and driving unit shall have a capacity to pump a minimum of 60 gpm with a pump suction inlet setting at the proposed setting of the pump that is to be installed in the well. Typical proposed pump settings will range from 320' to 400' below ground surface.
- C. The test pump shall discharge through an impeller type meter capable of accurately measuring the flow produced during the test pumping.
- D. The well will be pumped for a minimum of four hours at a minimum constant discharge rate of 60 gpm, unless otherwise directed by the OWNER.
- E. The selected discharge rate shall be maintained throughout the test. If the discharge rate is not maintained within 5 percent of the initial rate, the test will be repeated with no additional compensation to the CONTRACTOR.
- F. If the pumping level does not stabilize in four hours, the test shall be extended by one hour until a stable pumping level is obtained.
- G. The static water level shall be measured and recorded prior to start-up. The pumping level and gallons per minute produced shall be measured at the following intervals:
  1. 30 seconds
  2. 1 minute
  3. 2 minutes



4. 3 minutes
  5. 4 minutes
  6. 5 minutes
  7. Every 5 minute thereafter until the first hour is complete
  8. Every 10 minutes thereafter until the second hour is complete
  9. Every 15 minutes thereafter until the fourth hour is complete
- H. Should the measurements during any portion of the aquifer testing not be made at the times specified, the actual time of measurement shall be recorded.
- I. During pumping development, the rate of sand production shall be measured. Development procedures, quantities, sand production, and times shall be recorded in the CONTRACTOR'S log. At the end of development the water well should have sand production not greater than 5 mg/l.
- J. Upon completion of the four hour test, the water level shall be immediately measured every minute for fifteen minutes during the recovery stage.
- K. Sediment Removal: After the test pump has been removed, the CONTRACTOR shall remove any accumulated sediment from the well.

### 3.18 DOWNHOLE VIDEO INSPECTION

- A. Once the well has been adequately developed and test pumped, CONTRACTOR shall remove all pumping equipment and prepare the well for a downhole video survey.
- B. The CONTRACTOR shall provide OWNER with 48 hours notice that the well is ready for the downhole video survey to be performed.
- C. Downhole video survey shall be performed by OWNER. If OWNER is unable to perform the downhole televised survey in a timely manner, the CONTRACTOR may perform the downhole video survey as specified by Section 006 of the Contract Documents.
- D. The digital color video log shall be run inside the casing and screen prior to the CONTRACTOR demobilizing from the well.
- E. Color borehole video must be completed from base of sump to top of casing at surface, as approved by the OWNER.
- F. Screens in completed wells shall be free of all debris, drilling mud, and grout. Wells with screens blocked by grout or drilling mud shall be cleaned at

CONTRACTOR'S sole expense. If CONTRACTOR is unable to remove blockage from screens, then the well will be plugged and replaced at the sole expense of the CONTRACTOR.

- G. Stand-by time shall not be paid to CONTRACTOR during the performance of downhole video surveys.

### 3.19 WELL DISINFECTION

- A. The well disinfection shall be in accordance with ANSI/AWWA C654, and AWWA A100, and as expanded or modified herein.
- B. Clean well of foreign substances after well has been completed and tested.
- C. Place chlorine solution at a strength and volume to produce an available chlorine concentration of at least 50 mg/L to the entire water depth in the well. Powdered chlorine shall be mixed into a solution before introducing it into the well; the solution shall be chased by a minimal amount of potable water to ensure the solution is not diluted below 50 mg/L.
- D. It is unacceptable to attempt disinfection by introducing chlorine in dry powder or tablet form from the top of the well.
- E. Chlorine solution shall be prepared and applied in accordance with the manufacturer's directions. The chlorine solution shall be poured into the well and the well surged for 15 minutes. After 24 hours, the well shall be pumped until the chlorine concentration is less than 1 ppm.
- F. The well shall then be sampled by the CONTRACTOR for the presence of coliform in accordance with ANSI/AWWA C654 and 30 TAC 290.41 (c) (3) (F). If the sample contains measurable levels of bacteria in any samples collected on three consecutive days, the CONTRACTOR shall re-disinfect the well at no additional cost to the OWNER. The disinfection procedure shall be repeated until samples collected on three consecutive days are free from bacteria.
- G. The discharge water shall be disposed of in accordance with applicable local and state requirements.

### 3.20 CONCRETE WELL SLAB

- A. Well slab dimensions will be specified by OWNER through Task Order assignment. Minimum slab thickness shall be 6 inches. CONTRACTOR will review slab dimensions and verify that they will accommodate existing or new pump/motor equipment and suggest recommended alterations for approval by OWNER prior to slab construction.

- B. Well slab placement and orientation shall be verified with OWNER and well owner before construction of slab. In general, slabs shall be squared relative to the closest permanent structure or property line, or as requested by well owner. In addition, the well slab must slope away from the well.
- C. CONTRACTOR shall notify OWNER 24 hours before setting well slab forms. CONTRACTOR shall not be authorized to pour concrete for slab until form and reinforcement has been inspected by OWNER.
- D. Well Slab
  - 1. CONTRACTOR will ensure that slabs are constructed in a manner that meets all applicable state and local regulations for well completion.
  - 2. Dimensions: Length and width will be specified by OWNER, but will typically be 5 feet by 5 feet. Slabs are to be a minimum of 6 inches thick, with 4 inches above grade.
  - 3. Reinforcement: #5 at 12-inches on center (each way), elevated 3 inches from base of slab.
  - 4. Minimum Reinforcement Cover: 2 inches.
  - 5. Slabs shall be configured in such a way to accommodate all appertunances associated with well operation and must include an opening of sufficient diameter to allow all plumbing and electrical lines to be routed through the slab.
  - 6. Slabs shall be squared relative to the closest permanent structure or property line, or as requested by well owner.
  - 7. Surface and sides of completed slabs shall be free of air bubbles, cracks, voids, or any other irregularities.
  - 8. Slabs failing to conform to these specifications shall be removed, hauled off, and a new slab constructed at CONTRACTOR'S sole expense.
- E. Alternative Completion Method
  - 1. Wells may be completed using alternative completion method only when approved by OWNER.
  - 2. For PVC wells, provide 3 feet of SCH 40 steel pipe with a diameter 2 inches greater than the well casing.
  - 3. Cement pipe into slab to a depth of 12 inches; center well casing in steel pipe.

- F. CONTRACTOR shall construct temporary fencing to adequately protect freshly poured slabs from damage by livestock or other nuisances that may be present at the work site. Slabs damaged due to inadequate protection shall be demolished and removed by CONTRACTOR and a new slab shall be constructed all at CONTRACTOR'S sole expense.

### 3.21 STRAIGHTNESS AND ALIGNMENT TEST

- A. The wells shall be adequately plumb and straight so as not to interfere with the installation and operation of the permanent pumps and appurtenances.
- B. Wells that are not adequately straight after well completion must be plugged and replaced with a new well constructed at CONTRACTOR'S sole expense.

### 3.22 WELL ABANDONMENT

- A. Abandonment of Well by CONTRACTOR: If, at any time, the CONTRACTOR voluntarily stops work and/or fails to complete a borehole in accordance with governing regulations or the Contract Documents, the hole will be considered abandoned. The CONTRACTOR shall not be paid for all or part of a hole declared as abandoned by the Owner.
  - 1. The cost of properly plugging and sealing a well or borehole, in accordance with applicable local, State, or Federal regulations, shall be borne by the CONTRACTOR.
  - 2. Under conditions where post-abandonment monitoring requirements are imposed by regulation, as a direct result of the CONTRACTOR'S abandonment of the well (or borehole), the cost of this monitoring also must be borne by the CONTRACTOR.
  - 3. All salvageable material furnished by the CONTRACTOR shall be removed and remain his property.
  - 4. The CONTRACTOR shall propose its method of abandonment of the well or borehole in writing to the OWNER. The OWNER shall review the method of abandonment, and accept the plan in writing before work can proceed. At all times all work on the well must be in accordance with all applicable local, State, and Federal regulations.
- B. Abandonment of Well by OWNER: If information indicates that the completion of a well at the pilot hole site is not warranted, the OWNER reserves the right to terminate all further work at the site. In such an event, the CONTRACTOR will be paid the value of its work as negotiated with the OWNER.

1. The CONTRACTOR shall be required to abandon the pilot hole as directed by the OWNER in accordance with regulations formulated by governmental agencies having such jurisdiction, including Texas Administrative Code, Title 16, Part 4, Chapter 76, Rule 76.1004.
2. The OWNER reserves the right upon termination of work at the site to have the CONTRACTOR move to another site selected by the Owner within a one-mile radius and to drill another pilot borehole.

**END OF SECTION**

**SECTION 006**  
**GEOPHYSICAL LOGGING AND DOWNHOLE VIDEO SURVEYING**

**PART 1      GENERAL**

1.1    GENERAL

- A.    This Section covers WORK to be performed in the completion of wireline geophysical logging and/or downhole video surveying. The WORK includes all labor and equipment necessary to perform the work described in this section.

1.2    REFERENCES

- A.    American Water Works Association (AWWA):
  - 1.    A100-97, Standard for Water Wells.

1.3    SUBMITTALS

- A.    Geophysical Logs
  - 1.    Three (3) hard copies of the geophysical log performed on each well. CONTRACTOR shall make available on CD an electronic copy of each geophysical log in .LAS format.
- B.    Downhole Video Survey
  - 1.    Three (3) copies of each downhole video survey performed in DVD format. CONTRACTOR shall provide additional copies of the downhole video survey if requested by OWNER.
  - 2.    A written report detailing the information and key findings collected during the downhole video survey.
- C.    Contract Closeout Submittals:
  - 1.    Final, reproducible hard and electronic copies of all geophysical logs, downhole video surveys, or written reports described in this section.

1.4    SCHEDULING AND SEQUENCING

- A.    OWNER shall be considered the primary provider of geophysical logging and downhole video surveying services for assigned WORK.
- B.    All geophysical logging and downhole video surveys by OWNER or CONTRACTOR for both mitigation and new well construction activities shall

- be performed during normal contract work hours unless otherwise approved by OWNER.
- C. CONTRACTOR will provide a minimum of 48 hour notice for requested geophysical logging and/or downhole video surveys to be performed by OWNER.
  - D. If OWNER is unable to provide geophysical logging and/or downhole video surveying services in a time frame that is not disruptive to assigned work, CONTRACTOR shall request and obtain written approval before scheduling such services from another source.
  - E. CONTRACTOR will provide a minimum of 24 hour notice prior to performing geophysical logging and/or downhole video surveying.
  - F. CONTRACTOR will not be reimbursed for geophysical logging or downhole video survey work not approved by OWNER.
  - G. CONTRACTOR shall notify OWNER of anticipated delays of geophysical logging/downhole video survey work as soon as they become apparent.
  - H. Stand-by time will not be paid to CONTRACTOR during any geophysical logging/downhole video surveying work.

## **PART 2 PRODUCTS**

### **2.1 GEOPHYSICAL LOGS**

- A. Log scale for all logs shall be 1:240 unless otherwise specified by OWNER.
- B. Geophysical logs shall be presented in the following scales and formats unless specified otherwise by OWNER:
  - 1. Natural Gamma Ray:
    - a. 5" = 100' at 0 – 150 counts per second recorded on track I
  - 2. Caliper Log:
    - a. 5" = 100' recorded on track IV
  - 3. Casing Collar Locator
    - a. 5" = 100' recorded on track IV
  - 4. Electric Log Run:
    - a. Electric Log:
      - 1) 5" = 100'

- a) Dotted line = Long Normal (64") recorded from 0.2 to 2,000 ohm-m on track IV
  - b) Solid line = Short Normal (16") recorded from 0.2 to 2,000 ohm-m on track IV
  - b. Gamma Ray:
    - 1) 5" = 100', recorded in 150 counts per second on track I
  - c. Spontaneous Potential (SP)
    - 1) 5" = 100', recorded at -10/div on track I
  - d. Single Point Resistivity (for open boreholes):
    - 1) 5" = 100'
- B. Record logs at five or ten samples per foot consistent with a minimum of off-scale deflection, or as directed by the OWNER.
- C. If requested by OWNER, record a duplicate (repeat) section of each log equal to 20 percent of total logged sections up to 250 feet, and 10 percent for logged sections greater than 250 feet. The duplicate section will be selected by the OWNER.
- D. Well Diagnostic Logging Suite
1. Geophysical logs performed during Well Diagnostics activities shall include the following logs:
    - a. Natural Gamma Ray
    - b. Caliper
    - c. Casing Collar Locator
  2. All log runs to be recorded as specified in this section.
- E. Well Construction Logging Suite
1. Geophysical logs performed during Well Construction activities shall include the following logs:
    - a. Natural Gamma Ray
    - b. Electric Log
    - c. Spontaneous Potential
    - d. Single Point Resistivity
  2. All log runs to be recorded as specified in this section.
- 2.2 DOWNHOLE VIDEO SURVEY
- A. Perform downhole video survey to provide the OWNER clear images of the downhole environment to diagnose the condition and/or problems in existing or newly constructed water wells. The downhole video survey shall include the following:



1. Well screen inspection to include starting and ending depth below ground surface, as well as type and condition of perforations, slots, or screens.
2. Well integrity inspection to include the depth below ground surface and condition of each joint/collar in the casing unless otherwise specified by OWNER.
3. Observation of damage or obstructions in casing and recorded location in feet below ground surface of each.
4. Soil or rock lithology of open boreholes.
5. Written televised survey report to include:
  - a. Well owner name.
  - b. Well ID in naming convention provided by OWNER.
  - c. Well location/ physical address.
  - d. Latitude and longitude of well.
  - e. Casing diameter and material.
  - f. Depth (in feet below ground surface) and condition of each joint, collar or welded joint observed.
  - g. Beginning and ending depth (in feet below ground surface) of screened interval(s) and description of screen type and condition.
  - h. Total depth of well and description of materials/debris on bottom of well.
  - i. Depth in feet below ground surface of casing damage or obstructions observed.

### **PART 3 EXECUTION**

#### **3.1 GEOPHYSICAL LOGGING**

- A. CONTRACTOR shall notify OWNER and schedule geophysical logging activities as directed in PART I of this section.
- B. Provide continuous recording geophysical logging equipment capable of running natural gamma ray, caliper, spontaneous potential, single point resistivity, and electric logs.
- C. Log the entire depth of the well or borehole, or as determined by the OWNER.
- D. Provide geophysical log data as directed in PART I and II of this section.

#### **3.2 DOWNHOLE VIDEO SURVEY**

- A. CONTRACTOR shall notify OWNER and schedule downhole video survey activities as directed in PART I of this section.
- B. Prior to performing the downhole video survey, the CONTRACTOR shall attempt to improve visibility in the well by gradually introducing potable water from an approved source into the well casing in an amount equal to two times the volume of the well casing.
- C. CONTRACTOR will not be reimbursed for downhole video surveys of poor visual quality if no attempt has been made to improve visibility in the well prior to televising.
- D. Provide downhole video survey data as directed in PART I and II of this section.

**END OF SECTION**

## **SECTION 007 WELL PLUGGING**

### **PART 1 GENERAL**

#### **1.1 GENERAL**

- A. This section covers Work to be performed in the plugging of existing water wells. The Work includes the labor, materials, permits, and equipment required to access, clear, and plug the well in accordance with all applicable State and local regulations.
- B. The CONTRACTOR is responsible for ensuring that the well is plugged properly according to the type, construction, and site geology of the well, and in accordance with Texas Department of Licensing and Regulation's technical requirements for well plugging
- C. The CONTRACTOR shall be responsible for obtaining all permits, authorizations, registrations, etc. and paying all related fees necessary to complete the work.

#### **1.2 REFERENCES**

- A. Texas Administrative Code:
  - 1. Title 16, Part 4;Chapter 76:
    - a. Rule §76.1004 Technical Requirements—Standards for Capping and Plugging of Wells and Plugging Wells that Penetrate Undesirable Water or Constituent Zones
- B. American Society for Testing and Materials (ASTM):
  - 1. C150, Standard Specification for Portland Cement.
  - 2. C494, Standard Specifications for Chemical Admixtures for Concrete.
- C. American Water Works Association (AWWA):
  - 1. A100-97, Standard for Water Wells.

#### **1.3 SUBMITTALS**

- A. Shop Drawings:
  - 1. Product Data:
    - a. Gravel specifications.
    - b. Grout seal additives.

- B. Quality Control Submittals:
  - 1. Grout Seal Additives
    - a. Certification that additives are suitable for water well applications.
  - 2. Work Plan:
    - a. Details of proposed work and order of operations for each well to be plugged.
    - b. Details of estimated types and quantities of materials to be used for each well to be plugged.
    - c. Details of site protection and clean-up plan.
  - 3. Daily Log
    - a. Maintain a daily log of all plugging operations.
    - b. Make log available for OWNER inspection upon request.
- C. Contract Closeout Submittals:
  - 1. State of Texas Well Plugging Report
    - a. Three (3) copies of the administratively complete and accepted well plugging report.
  - 2. Geophysical Logs
    - a. Three (3) reproducible copies of geophysical logs, if the log was performed by the CONTRACTOR for well plugging activities.
  - 3. Downhole Television Surveys
    - a. Three (3) copies of downhole television surveys, if the survey was performed by the CONTRACTOR for well plugging activities.

#### 1.4 SCHEDULING AND SEQUENCING

- A. No work shall commence until the CONTRACTOR receives a Task Order from the OWNER outlining the Work and the date it is to be performed.
- B. Obtain all necessary permits, authorizations, registrations, etc. and pay all related fees necessary to perform well plugging.
- C. If records of well construction are unavailable, a geophysical log and/or downhole television survey of the well shall be performed in order to determine total depth and screened interval of the well.
- D. Geophysical logs and downhole televised surveys shall be performed in accordance with Section 006 of the Contract Documents.
- E. Prior to commencing plugging operations, the CONTRACTOR shall submit, verbally and/or in writing, a Site Protection Plan. This plan shall include details

for protecting the site from over fill, flushing/cleaning hoses and other plugging equipment, and cleaning up the site upon completion, and must be agreeable to the OWNER and Well Owner.

- F. Upon completion of well plugging, submit all required documentation and provide OWNER with copies.

## **PART 2 PRODUCTS**

### **2.1 CEMENT**

- A. Portland Cement (to be used with steel casings): Conform to ASTM C150, Type I.
- B. Grout Additives:
  - 1. Additives such as bentonite to reduce shrinkage, other admixtures (ASTM C494) to reduce permeability, increase fluidity, and control set time, shall be suitable for use in water well construction.
  - 2. Use of additives and composition of resultant slurry, shall be subject to OWNER's approval.

### **2.2 BENTONITE GROUT**

- A. Sodium bentonite grout shall be a minimum of 9.1 pounds per gallon weight.

### **2.3 GRAVEL**

- A. Conform to AWWA A100-97 with respect to specific gravity, uniformity, absence of deleterious substances, and non-rounded fragments.
- B. Thoroughly washed siliceous material with specific gravity not less than 2.6.
- C. Conform to size and gradation #8/16 or other size approved by OWNER.
- D. Gravel shall be washed, disinfected, and free from chemical contamination.

## **PART 3 EXECUTION**

### **3.1 PREPARATION**

- A. SITE PROTECTION PLAN

1. Prior to commencing plugging operations, the CONTRACTOR shall submit, verbally or in writing, a Site Protection Plan. This plan shall include details for protecting the site and existing structures and equipment from over fill, flushing lines, and cleaning up the site upon completion of well plugging. The plan must be agreeable to Well Owner and approved by OWNER
2. The CONTRACTOR will remove any wellhead and pumping equipment from the well to permit access to the total depth of the well. The CONTRACTOR will make reasonable accommodations to store removed pumping equipment onsite as requested by well owner and approved by OWNER.
3. The CONTRACTOR will sound the well prior to initiating plugging activities.

### 3.2 TREMIE PIPE

- A. The CONTRACTOR shall provide tremie pipe in sufficient amounts necessary to complete graveling and plugging operations from the required depth(s). The CONTRACTOR is not allowed to “scavenge” tremie pipe from on-site materials.

### 3.3 PLACING GRAVEL

- A. The plugging of some wells may require gravel. Gravel will not be used unless authorized by OWNER.
- B. If allowed, place gravel into the screened interval through tremie pipe, using every precaution to prevent bridging of the material.
- C. Place gravel through the entirety and 20 feet above the screened/slotted interval of the well. If the well screen is not visible, 20’ of gravel may be placed in the bottom of the well.
- D. During placement, gravel level shall be continuously monitored and tagged to avoid overfilling. Excess gravel shall be removed by the CONTRACTOR prior to cementing.

### 3.4 PLACING GROUT

- A. The entire well shall be pressure filled via a tremie pipe with cement or grout from total depth to 4 feet below ground surface.
- B. CONTRACTOR shall be responsible for calculating and mixing an appropriate amount of grout to plug the well. Excess grout not used for plugging may not be discharged on site unless authorized by OWNER or Well Owner.

3.5 RECESS CASING

- A. Excavate and remove all casings to a minimum of 4 feet below existing grade, unless otherwise directed by the OWNER or Well Owner. CONTRACTOR will remove from site all material and debris, including concrete and rebar, associated with excavating the casing below grade.

3.6 LOGS

- A. Maintain up-to-date daily logs of progress. Make logs available to OWNER upon request.
- B. Logs should include the amount and type of materials used to plug each well, as well as measured depths of material at tag points.

3.7 PROTECTION OF WATER QUALITY

- A. Contain and properly dispose of all contaminated water, gasoline, or other harmful substances.

3.8 SITE RESTORATION AND DEMOBILIZATION

- A. Restore site to previous conditions to include grading, leveling, and the removal of all waste and debris generated by the plugging activity, including excess cement and excavated casing and slab material. Remove all equipment from site upon completion of well plugging.

**END OF SECTION**