



SAN ANTONIO WATER SYSTEM
BROOKS CITY BASE WATERLINE IMPROVEMENTS PROJECT
JOB # 11-4008
Solicitation No. B-12-044-MF
ADDENDUM NO. 1

November 14, 2012

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

1.0 Bids will not be accepted from any company not represented at the mandatory pre-bid meeting held on November 1, 2012 at 2:00 p.m. The following list is a record of the represented firms.

1. San Antonio Constructors, LTD.
2. Pronto Sandblasting & Coating & Oil Field Services, Co., Inc.
3. Atlas Construction
4. National Power Rodding
5. Austin Constructors
6. Bartek Construction
7. R.L. Jones, LP
8. Pesado Construction
9. Myers Construction
10. Aaron Concrete Contractors, LP
11. SOLO, Inc.
12. DC Civil Construction
13. HL Zumwalt
14. Morgan Contracting
15. Wauters Engineering
16. QRO MEX Construction
17. Alamo 1
18. Allbrite Construction
19. Cherokee
20. DNT Construction

2.0 PROJECT CLARIFICATIONS:

- Bids are only accepted on the bid proposal forms, as updated in this addendum.
- Contact phone number for Ms. Maria Franco is 210-233-3405. Her title is Contract Administrator.

3.0 MODIFICATIONS TO BID PROPOSAL:

- Three (3) items added to bid proposal:
 - 854 – Sanitary Sewer Lateral – 50 LF
 - 854.1 - Sanitary Sewer Cleanout – 1 EA.
 - 1010 - Flowable Fill – 50 CY,

Remove and replace the bid proposal in its entirety with the attached.

4.0 MODIFICATIONS TO SPECIAL CONDITIONS:

- Added a requirement under Section SC-1.02 1. Instruction to Bidders, to submit experience with Bid Package. Remove and replace the Special Conditions in its entirety with the attached.

5.0 MODIFICATIONS TO EPA “PINK SHEETS”:

- Added eleven additional EPA Pink Sheets entitled: “Model Contract Clause”, “Policy for Bypass During Construction”, and “Cross-Cutting Federal Authorities”. Please insert these before the Supplemental Conditions in the Specifications Manual.

6.0 RESPONSES TO WRITTEN QUESTIONS:

Q1. What type of backfill will be specified for the open cut pipelines? Compacted spoils ? Flowable fill?

A1. Backfill for this project shall follow requirements as per SAWS Specification 804 – Excavation, Trenching and Backfill

7.0 MEETING MINUTES

Meeting held on November 1, 2012 at 2:00pm

San Antonio Water System's Customer Service Building CR-137

Attendees: See attached sign in sheet

1. **Julie Simko:** Introductions of SAWS Staff and Design Team:
2. **SAWS Discussion:**
3. **Maria Franco:**
 - a. Bidding process, Bidding requirements, Bidding key dates:
 - i. Final Addendum posting is 11/14/12
 - ii. Bid Opening is 10 am on 11/19/12
 - iii. Dates are subject to change; watch the website for project updates
 - To be considered a potential bidder on this project you must sign in.
 - There shall be absolutely no contact with the Project Engineer or the Design Consultant
 - This meeting is not to change the Plans and Specifications, but is to clarify questions. If any changes are made to the Bid Documents prior to the bid opening date, they will be done in writing by addendum.
 - Bids will be open at **10:00 a.m. on November 19, 2012** at the Contract Administration Division, 2800 U.S. Hwy 281 North, Customer Center Building, Conference Room 169, San Antonio, Texas 78212. Contract award is anticipated at November Board Meeting.
 - Special notice shall be taken to assure all documents are placed in the bid packages as per Instructions to Bidders.
 - Engineer's estimate is approximately \$1.63M. The Contract duration is 210 consecutive calendar days.
 - For questions, please contact Maria Franco, via email at mfranco@saws.org or fax at 210-233-4622.
4. **Marisol Robles: Special SMWB considerations and (forms) requirements.**
5. **Julie Simko:**
 - a. All warranties are two years.
 - b. SAWS has no staging area available to the CONTRACTOR within the construction limits. The CONTRACTOR shall have to legally acquire his/her own staging and storage areas near the site at his/her own expense.
 - c. Bidders should make themselves aware of the Special Conditions and notes on the plan drawings.
 - d. Contractors shall give notice to residents and businesses prior to construction.

- e. Contractor must be responsive to resident's complaints. Communication with the resident and the City, SAWS, and TxDOT will be extremely important to minimize complaints. Notification letters / door hangers will be required to be distributed by the successful low bidder.
- f. Contractor shall coordinate with all entities when working in close proximity to their facilities or right-of-way and meet their requirements.
- g. Contractor is responsible for coordinating his work with other Contractors near project limits
- h. All questions must be submitted to the Contracting Officer in writing by Wednesday 11/08/12 by 4 pm
- i. There shall be absolutely no contact with the Project Engineer or the Design Consultant
- j. Any answers or discussion are not considered a final answer until posted by addendum on the SAWS website.
- k. Contractor is to supply a copy of any agreement he/she makes with private property owners to the "Owner" i.e. SAWS.

6. Maria Gomez:

- a. Improvements for the construction of approximately 518 linear feet of 6-inch PVC,
- b. 190 linear feet of 8-inch PVC,
- c. 10,900 linear feet of 12-inch PVC all C-900, DR25, CL165
- d. 1,500 linear feet of 16-inch PVC all C-905, DR25, CL165 water pipe using open cut method.
- e. 106 linear feet, will be jack and bored - 24" steel casing, 12" DI carrier pipe – Line C – Jurisdictional Waters.
- f. Some existing water pipe to be tied to, as per SAWS records, is asbestos cement. Contractor to submit the required Asbestos Abatement Work Plan as per bid item 3000.15
- g. Special attention to utility location, coordination with Brooks on fiber optic line
- h. Emphasis on Tree protection

7. Julie Simko & Maria Gomez:

- a. Open session up to contractor questions

Q1. Are there any special access requirements for this project? Are there any special working hours?

A1. No, no special badges are needed for work on Brooks. Weekend work must be coordinated through the SAWS Inspector. The contact information for Brooks Authority Development is on plans for any coordination needed.

Q2. On sheet 19, Line "C" there appears to be a lot of trees, do we protect them?

A2. Survey does not indicate heavy area of trees, but there is heavy brush.

Q3. Is there an item for Flowable Fill?

A3. An item for Flowable Fill has been added through this addendum.

Q4. What are the limits of pavement repair?

A4. Pavement restoration limits as identified on plans.

Q5. At what depth does the water main need to be laid?

A5. Typical installation of water main is 4.5' - 5'.

Q6. Is there a staging area for the Contractor?

A6. Contractor has to legally acquire his/her own staging area at their own expense.

8. Julie Simko adjourned the meeting.



11-14-12

ACKNOWLEDGEMENT BY BIDDER

Each bidder is requested to acknowledge receipt of this Addendum No. 1 by his/her signature affixed hereto and to file same and attach with his/her bid.

The undersigned acknowledges receipt of this Addendum No. 1 along with the bid submitted herewith is in accordance with the information and stipulations set forth.

Date

Signature

END OF ADDENDUM NO. 1 – (4 pages)

SAN ANTONIO WATER SYSTEM

MANDATORY PRE-BID CONFERENCE

Brooks City Base Waterline Improvements Project Phase II Sign In Sheet

SAWS Job No. 11-4008

Solicitation No. B-12-044-MF

November 01, 2012, CR 137 at 2 pm

SIGN -IN

| No. | NAME | COMPANY | Email | PHONE NUMBER |
|-----|--------------------------|----------------------------------|--|------------------------------|
| 1 | Julie A Simko, P.E. | SAWS | ----- | ----- |
| 2 | Roland Menchaca | SAWS | ----- | ----- |
| 3 | Maria Franco | SAWS | mfranco@saws.org | (210)-233-3405 |
| 4 | Maria Gomez, P.E. | GGI Engineers | ----- | ----- |
| 5 | Greg Gomez, P.E. | GGI Engineers | ----- | ----- |
| 6 | Marisol Robles <i>MR</i> | SAWS | mvrobles@saws.org | (210)-233-3420 |
| 7 | Juan E. Garza | National Power Rodding | office@nationalpowerrodding.com | 512-454-4450 |
| 8 | Vicente Guzman | Austin Constructors | VGuzman@AustinConstructors.com | 512-875-7192 |
| 9 | Dennis R. Werley | BARTEK CONS | office@bartektx.com | 210-648-4780 |
| 10 | Gege Garcia | Pinto Specialties | mrcs@tstar.net | (210) 633-2039 |
| 11 | Casper Corcheo | Atlas Const. Corp. | caspar@atlascorp.com | 512-755-2736 830-596-0496 |
| 12 | Gary Lamar | Myers Con | info@myersconcrete.com | 512-847-9834 847-3831 |
| 13 | BOB TOMLINSON | AARON CONCRETE CONTRACTORS, L.P. | BOB@AARONCONCRETE.COM | 512-926-7326 |
| 14 | Araceli Cantu | San Antonio Const. | mge5214@aol.com | 210-681-0210 |
| 15 | Sergio Olowski | SOLO INC | SOLOINC200@YAHOO.COM | 210-523-8073 |
| 16 | Daniel Campo | DC CIVIL CONSTRUCTION | daniel.campo@dccivil.com | (210) 488-8402 |
| 17 | FRED YALAJU | H.L ZUMWALT | | 210 695 3541 |
| 18 | Dul Bury | Morgan Contracting | L.Morgan@morgan1.com | 210 912 9495 |
| 19 | JEREMIAH Jones | R.L Jones, LP | Admin@rljoneslp.com | 210-496-6223 |
| 20 | RANDY WALTERS | WALTERS ENG. | randyewalters-eng.com | 210-667-2300 |

| No. | NAME | COMPANY | Email | PHONE NUMBER |
|-----|----------------|-----------------------|------------------------------------|--------------|
| 21 | Maria Franco | SAWS | mfranco@saws.org | 210-233-3405 |
| 22 | David Benites | SACS | dbenites@saws.org | 210-233-3849 |
| 23 | Justino Peña | Orto Mex Construction | ghoromex@gmail.com | 830-598-2268 |
| 24 | DAVID BERNAL | Alamo I | dbernal@alamo1.com | 210-621-5605 |
| 25 | OSCAR MALTOS | Alamo I | omaltos@alamo1.com | 210 7762957 |
| 26 | John Rittman | Allbrite Constr | bid @ ALLBRITECONSTRUCTION.COM | 210 490 6495 |
| 27 | MIKE ROWENVI | CHEROKEE | mrowenvi@ CHEROKEEUTILITIES.COM | 210 605 6165 |
| 28 | Jason Resendez | DNT Construction | jresendez@dntconstruction.com | 210 490 6700 |
| 29 | | | | |
| 30 | | | | |
| 31 | | | | |
| 32 | | | | |
| 33 | | | | |
| 34 | | | | |
| 35 | | | | |
| 36 | | | | |
| 37 | | | | |
| 38 | | | | |
| 39 | | | | |
| 40 | | | | |
| 41 | | | | |
| 42 | | | | |
| 43 | | | | |
| 44 | | | | |
| 45 | | | | |

PROPOSAL

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

TO THE SAN ANTONIO WATER SYSTEM:

Pursuant to Instructions and Invitations to Bidders, the undersigned proposes to furnish all labor and materials as specified and perform the work required for the construction of pipelines and appurtenances, San Antonio Water System **Brooks City Base** Job Number **11-4008** in accordance with the Plans and Specifications for the following prices to wit:

| Item No. | Description (Unit Price to be written in Words) | Unit | Quantity | Unit Price (Figures) | Total Price (Figures) |
|----------|---|------|----------|-------------------------|--------------------------|
| 103.1 | Remove Concrete Curb _____ Dollars and _____ Cents | LF | 140 | _____ | _____ |
| 103.3 | Remove Concrete Sidewalk and Driveway _____ Dollars and _____ Cents | SF | 489 | _____ | _____ |
| 103.4 | Remove Miscellaneous Concrete _____ Dollars and _____ Cents | SF | 26 | _____ | _____ |
| 205.4 | Hot Mix Asphaltic Pavement, Type D (2" Compacted Depth) _____ Dollars and _____ Cents | SY | 621 | _____ | _____ |

Job No. 11-4008
Brooks City Base Waterline Improvements Project Phase II
Solicitation No. B-12-044-MF

ADDENDUM No. 1

| Item No. | Description (Unit Price to be written in Words) | Unit | Quantity | Unit Price (Figures) | Total Price (Figures) |
|----------|--|------|----------|-------------------------|--------------------------|
| 206.1 | Asphalt Treated Base (10" Thick) | | | | |
| | _____ Dollars | | | | |
| | and _____ Cents | SY | 494 | _____ | _____ |
| 500.1 | Concrete Curbing | | | | |
| | _____ Dollars | | | | |
| | and _____ Cents | LF | 20 | _____ | _____ |
| 500.4 | Concrete Curb and Gutter | | | | |
| | _____ Dollars | | | | |
| | and _____ Cents | LF | 120 | _____ | _____ |
| 502.1 | Concrete Sidewalks | | | | |
| | _____ Dollars | | | | |
| | and _____ Cents | SY | 35 | _____ | _____ |
| 503.4 | Asphalt Concrete Driveway | | | | |
| | _____ Dollars | | | | |
| | and _____ Cents | SY | 478 | _____ | _____ |
| 503.5 | Gravel Driveway | | | | |
| | _____ Dollars | | | | |
| | and _____ Cents | SY | 62 | _____ | _____ |
| 505.1 | Concrete Riprap (4" Thick) | | | | |
| | _____ Dollars | | | | |
| | and _____ Cents | SY | 3 | _____ | _____ |

| Item No. | Description (Unit Price to be written in Words) | Unit | Quantity | Unit Price (Figures) | Total Price (Figures) |
|----------|--|------|----------|-------------------------|--------------------------|
| 507.2 | Chain Link Fence (6' High) Temporary Relocation | | | | |
| | _____ Dollars | | | | |
| | and _____ Cents | LF | 130 | _____ | _____ |
| 515.1 | Topsoil | | | | |
| | _____ Dollars | | | | |
| | and _____ Cents | CY | 3805 | _____ | _____ |
| 516.1 | Bermuda Sodding | | | | |
| | _____ Dollars | | | | |
| | and _____ Cents | SY | 22860 | _____ | _____ |
| 530.1 | Barricades, Signs and Traffic Handling | | | | |
| | _____ Dollars | | | | |
| | and _____ Cents | LS | 1 | _XXXXXXX | _____ |
| 550 | Trench Excavation Safety Protection | | | | |
| | _____ Dollars | | | | |
| | and _____ Cents | LF | 13288 | _____ | _____ |
| 553 | Storm Water Pollution Prevention Plan | | | | |
| | _____ Dollars | | | | |
| | and _____ Cents | LS | 1 | _XXXXXXX | _____ |
| 805 | Traffic Control Plan | | | | |
| | _____ Dollars | | | | |
| | and _____ Cents | EA | 1 | _____ | _____ |

| Item No. | Description (Unit Price to be written in Words) | Unit | Quantity | Unit Price (Figures) | Total Price (Figures) |
|----------|--|------|----------|-------------------------|--------------------------|
| 818 | 6" PVC Waterline (Restrained) _____ Dollars and _____ Cents | LF | 518 | _____ | _____ |
| 818 | 8" PVC Waterline (Restrained) _____ Dollars and _____ Cents | LF | 190 | _____ | _____ |
| 818 | 10" PVC Waterline (Restrained) _____ Dollars and _____ Cents | LF | 10 | _____ | _____ |
| 818 | 12" PVC Waterline (Restrained) _____ Dollars and _____ Cents | LF | 11170 | _____ | _____ |
| 819 | 16" PVC Waterline (Restrained) _____ Dollars and _____ Cents | LF | 951 | _____ | _____ |
| 818 | 8" PVC Drainage _____ Dollars and _____ Cents | LF | 22 | _____ | _____ |
| 818 | 12" PVC Drainage _____ Dollars and _____ Cents | LF | 31 | _____ | _____ |

Job No. 11-4008
Brooks City Base Waterline Improvements Project Phase II
Solicitation No. B-12-044-MF

ADDENDUM No. 1

| Item No. | Description (Unit Price to be written in Words) | Unit | Quantity | Unit Price (Figures) | Total Price (Figures) |
|----------|---|------|----------|-------------------------|--------------------------|
| 824 | Relay 3/4" Short Service _____ Dollars and _____ Cents | EA | 1 | _____ | _____ |
| 824 | Relay 3/4" Long Service _____ Dollars and _____ Cents | EA | 1 | _____ | _____ |
| 824 | Relay 1 1/2" Long Service _____ Dollars and _____ Cents | EA | 3 | _____ | _____ |
| 824 | Relay 2" Short Service _____ Dollars and _____ Cents | EA | 2 | _____ | _____ |
| 824 | Relay 2" Long Service _____ Dollars and _____ Cents | EA | 1 | _____ | _____ |
| 824 | Relay 3" Long Service _____ Dollars and _____ Cents | EA | 1 | _____ | _____ |
| 824 | Relay 4" Long Service _____ Dollars and _____ Cents | EA | 2 | _____ | _____ |

**Job No. 11-4008
 Brooks City Base Waterline Improvements Project Phase II
 Solicitation No. B-12-044-MF**

ADDENDUM No. 1

| Item No. | Description (Unit Price to be written in Words) | Unit | Quantity | Unit Price (Figures) | Total Price (Figures) |
|----------|--|------|----------|-------------------------|--------------------------|
| 824 | Relay 6" Short Service _____ Dollars and _____ Cents | EA | 1 | _____ | _____ |
| 828 | 4" Gate Valves, M.J. Complete _____ Dollars and _____ Cents | EA | 3 | _____ | _____ |
| 828 | 6" Gate Valves, M.J. Complete _____ Dollars and _____ Cents | EA | 26 | _____ | _____ |
| 828 | 8" Gate Valves, M.J. Complete _____ Dollars and _____ Cents | EA | 6 | _____ | _____ |
| 828 | 12" Gate Valves, M.J. Complete _____ Dollars and _____ Cents | EA | 24 | _____ | _____ |
| 828 | 16" Gate Valves, M.J. Complete _____ Dollars and _____ Cents | EA | 3 | _____ | _____ |
| 831 | 12"x12" Tee Cut In _____ Dollars and _____ Cents | EA | 7 | _____ | _____ |

Job No. 11-4008
Brooks City Base Waterline Improvements Project Phase II
Solicitation No. B-12-044-MF

ADDENDUM No. 1

| Item No. | Description (Unit Price to be written in Words) | Unit | Quantity | Unit Price (Figures) | Total Price (Figures) |
|----------|--|------|----------|-------------------------|--------------------------|
| 831 | 16"x12" Tee Cut In _____ Dollars | | | | |
| | and _____ Cents | EA | 1 | _____ | _____ |
| 831 | 16"x16" Tee Cut In _____ Dollars | | | | |
| | and _____ Cents | EA | 1 | _____ | _____ |
| 833 | Existing Meter & Meter Box Relocation _____ Dollars | | | | |
| | and _____ Cents | EA | 10 | _____ | _____ |
| 833 | Meter Box _____ Dollars | | | | |
| | and _____ Cents | EA | 10 | _____ | _____ |
| 834 | Standard Fire Hydrant _____ Dollars | | | | |
| | and _____ Cents | EA | 26 | _____ | _____ |
| 836 | Pipe Fittings, All Sizes and Types _____ Dollars | | | | |
| | and _____ Cents | TON | 16.86 | _____ | _____ |
| 840 | 6" Water Tie-Ins _____ Dollars | | | | |
| | and _____ Cents | EA | 2 | _____ | _____ |

Job No. 11-4008
Brooks City Base Waterline Improvements Project Phase II
Solicitation No. B-12-044-MF

ADDENDUM No. 1

| Item No. | Description (Unit Price to be written in Words) | Unit | Quantity | Unit Price (Figures) | Total Price (Figures) |
|----------|--|------|----------|-------------------------|--------------------------|
| 840 | 8" Water Tie-Ins _____ Dollars | | | | |
| | and _____ Cents | EA | 5 | _____ | _____ |
| 840 | 10" Water Tie-Ins _____ Dollars | | | | |
| | and _____ Cents | EA | 1 | _____ | _____ |
| 840 | 12" Water Tie-Ins _____ Dollars | | | | |
| | and _____ Cents | EA | 2 | _____ | _____ |
| 840 | 16" Water Tie-Ins _____ Dollars | | | | |
| | and _____ Cents | EA | 1 | _____ | _____ |
| 841 | Hydrostatic Testing _____ Dollars | | | | |
| | and _____ Cents | EA | 1 | _____ | _____ |
| 844 | 2" Blow-off, Temporary _____ Dollars | | | | |
| | and _____ Cents | EA | 10 | _____ | _____ |
| 854 | Sanitary Sewer Lateral _____ Dollars | | | | |
| | and _____ Cents | LF | 50 | _____ | _____ |

| Item No. | Description (Unit Price to be written in Words) | Unit | Quantity | Unit Price (Figures) | Total Price (Figures) |
|----------|---|------|----------|-------------------------|--------------------------|
| 854.1 | Sanitary Sewer Cleanout _____ Dollars and _____ Cents | EA | 1 | _____ | _____ |
| 856.1 | Jacking, Boring and Tunneling 12" _____ Dollars and _____ Cents | LF | 106 | _____ | _____ |
| 856.2 | 12" Carrier pipe for Jacking, Boring, Tunneling _____ Dollars and _____ Cents | LF | 106 | _____ | _____ |
| 856.3 | Casing or Liner 24" _____ Dollars and _____ Cents | LF | 130 | _____ | _____ |
| 858 | Concrete Encasement, Cradles, Saddles and Collars _____ Dollars and _____ Cents | CY | 24.6 | _____ | _____ |
| 1010 | Flowable Fill _____ Dollars and _____ Cents | CY | 50 | _____ | _____ |
| 1015 | 3/4" Copper Service Line Leak/Break Repair _____ Dollars and _____ Cents | EA | 1 | _____ | _____ |

| Item No. | Description (Unit Price to be written in Words) | Unit | Quantity | Unit Price (Figures) | Total Price (Figures) |
|----------|--|------|----------|-------------------------|--------------------------|
| 1020 | 6" Water Main Break Repair _____ Dollars | | | | |
| | and _____ Cents | EA | 1 | _____ | _____ |
| 1020 | 8" Water Main Break/Leak Repairs, All Types _____ Dollars | | | | |
| | and _____ Cents | EA | 1 | _____ | _____ |
| 1020 | 10" Water Main Break/Leak Repairs, All Types _____ Dollars | | | | |
| | and _____ Cents | EA | 1 | _____ | _____ |
| 1020 | 12" Water Main Break/Leak Repairs _____ Dollars | | | | |
| | and _____ Cents | EA | 1 | _____ | _____ |
| 1020 | 16" Water Main Break/Leak Repairs _____ Dollars | | | | |
| | and _____ Cents | EA | 1 | _____ | _____ |
| 3000.14 | Removal, Transportation and Disposal of A.C. Pipe _____ Dollars | | | | |
| | and _____ Cents | LS | 1 | _ XXXXXXXX | _____ |
| 3000.15 | Asbestos Abatement Work Plan _____ Dollars | | | | |
| | and _____ Cents | LS | 1 | _ XXXXXXXX | _____ |

| Item No. | Description (Unit Price to be written in Words) | Unit | Quantity | Unit Price (Figures) | Total Price (Figures) |
|----------|--|------|----------|-------------------------|--------------------------|
|----------|--|------|----------|-------------------------|--------------------------|

| | | | | | |
|------|-------------------|----|---|-------|-------|
| 5000 | 8" Division Valve | | | | |
| | _____ Dollars | | | | |
| | and _____ Cents | EA | 1 | _____ | _____ |

Bid Summary

SUBTOTAL SAWS JOB NO. **11-4008** (WATER): \$ _____

| | | | | | |
|-----|--|----|---|-------|----------|
| 100 | MOBILIZATION Percent of the <u>Line Item "A"</u> Sub total Base Bid written in words | | | | |
| | _____ Percent | LS | 1 | _____ | \$ _____ |
| | (Maximum of 10% of the <u>Line Item "A"</u> Sub-total Base Bid amount) | | | | |

| | | | | | |
|-----|--|----|---|-------|----------|
| 101 | PREPARING R.O.W. Percent of the <u>Line Item "A"</u> Sub total Base Bid written in words | | | | |
| | _____ Percent | LS | 1 | _____ | \$ _____ |
| | (Maximum of 5% of the <u>Line Item "A"</u> Sub-total Base Bid amount) | | | | |

MOBILIZATION AND PREPARING ROW SUB-TOTAL
 \$ _____

Mobilization lump sum bid shall be limited to a maximum 10% of the Line Item "A" Sub-total Base Bid amount. Preparing Right-of-Way lump sum bid shall be limited to a maximum of 5% of the Line Item "A" Sub-total Base Bid amount. The Line Item "A" Sub-total base bid is defined as all bid items **EXCLUDING** Item 100, Mobilization and Item 101, Preparing Right-of-Way. **In the event of a discrepancy between the written percentage and dollar amount shown for Mobilization and Preparation of ROW bid items the written percentage will govern. If the percentage written exceeds the allowable maximum stated for mobilization and or preparation of ROW, SAWS**

| Item No. | Description (Unit Price to be written in Words) | Unit | Quantity | Unit Price (Figures) | Total Price (Figures) |
|----------|--|------|----------|-------------------------|--------------------------|
|----------|--|------|----------|-------------------------|--------------------------|

reserves the right to cap the amount at the percentages shown and adjust the extensions of the bid items accordingly.

**TOTAL BID AMOUNT (Line Item "A", Mobilization
& Preparing Right of Way)**

\$ _____

_____ DOLLARS

AND

_____ CENTS

BIDDER'S SIGNATURE & TITLE

FIRM'S NAME (TYPE OR PRINT)

FIRM'S ADDRESS

FIRM'S PHONE NO. /FAX NO.

FIRM'S EMAIL ADDRESS

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

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

The bidder offers to construct the Project in accordance with the Contract Documents for the contract price, and to complete the Project within **210** calendar days after the start date, as set forth in the Authorization to Proceed. **The bidder understands and accepts the provisions of the contract Documents relating to liquidated damages of the project if not completed on time.**
Complete the additional requirements of the Proposal which are included on the following pages.

PROPOSAL CERTIFICATION

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

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

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

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

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

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

Signed: _____
Company Representative

Company Name

Address

Please return bidder's check to:

Company Name

Address

SPECIAL CONDITIONS

SC-1.0 PROJECT REQUIREMENTS

- SC-1.01 Performance Time: The Contractor is required to submit a Project Phasing Plan for the owner's approval.

Normal adverse weather conditions anticipated during the period covered by this work which impede progress on projects of this nature have been included in the calculation of days allowed to complete this Work. There shall be no additional contract time granted except in the case of severe weather conditions at such time the Contractor shall address a request to SAWS, in writing, specifically outlining the request for contract time with attached local area National Weather Data.

The Performance Time for this project will not exceed 210 Calendar Days from Notice to Proceed.

- SC-1.02 Payments: Except where bid item are specifically provided in the Proposal, payment to the Contractor to accommodate the requirements specified herein shall be considered to be subsidiary to the various items of work under this contract and no direct payment will be made.

Items which are no separate pay item (NSPI) are called out on plans. Costs for providing these items shall be included in other bid items of this contract: Insurance and bond, certain TXDOT permit activities and compliance, maintaining continuous water/sewer service, residential/business traffic access and related requirements, public relations and meetings, additional right-of-way desired by the Contractor, repair of facilities damaged by the Contractor outside the limits of items included in this project utility adjustment for contractor's convenience, utility repair when the problem could have been anticipated and prevented, utility coordination and locations, Safety Plan, compliance and "as-built" drawings.

Specifications and Standards. All work performed in connection with the job plans and specifications shall be in accordance with the stated technical specifications and conditions, these Special Conditions and referenced standards and details as referenced in the Contract Documents.

Where conflicts arise in these contract documents related to notes, specifications, drawings, details, or other instructions, the governing requirement will be determined by and will be at the discretion of the Engineer and Inspector based on their most strict interpretation.

Instructions to Bidders:

1. Item 23 on page IB-7 of the Instructions to Bidders shall be removed and replaced with the following:

"To assist the San Antonio Water System in performing the bidder evaluation and subsequent recommendation of award, each and every bidder **must**

submit the following with their bid. Failure to provide the required information may result in determining a non-responsive bidder:

- (a) A complete financial statement for your organization that was prepared within the past 12 months, by an independent Certified Public Accountant, and a point of contact for your banking institution.
- (b) An information packet on company showing experience, organization and equipment.
- (c) A statement regarding ability to complete the project within the schedule taking into account existing commitments.
- (d) Record of performance on three (3) similar projects completed within the last 5 years including name of project, amount of project, project duration, name, address, and telephone number of contact person for each project.
- (e) A completed and signed W-9 Request for Taxpayer Identification Number and Certification.

SC-1.03 Traffic Requirements: Unless in writing specifically directed otherwise or modified as may be appropriate by the City of San Antonio and the Construction Inspector, the Contractor shall execute work in accordance with traffic requirements contained in these contract documents, including requirements in the City's Street Cut Permit, the Traffic Notes on the plans, any TXDOT or other permits as applicable, and Item 530, Barricades, signs and Traffic Handling and other requirements as may be required based on field conditions as requested by the Inspector.

SC-1.04 Contractor Identification: All traffic barricades which are required in accordance with the established regulations shall be identified on both sides in prominent stenciled letters with the Contractor's name, local address and telephone number.

SC-1.05 Storm Water Pollution Prevention Plan: The Contractor is responsible for carrying out the Storm Water Pollution Prevention Plan in accordance with local requirements, including any revisions made to the plan during construction.

The Contractor will be required on this project to utilize erosion control measures deemed necessary to control wind and water soil erosion accordance with specifications included in this project. Because of the uncertain nature of the slip-line work and where excavation and stockpiling will be required, the Contractor will be required to maintain and determine the location and amount of erosion control measures needed and adjust the plan continually to meet project needs. Bid item 553 for a SWPPP is included in this project and any permits, material, etc required for this SWPPP shall be paid under this bid item. Contractor shall comply with the TCEQ's TXR150000 criteria and regulations for Storm Water Pollution Prevention Control.

SC-1.06 Working Hours: Working time on this project is Monday through Friday between 8:00 AM and 5:00 PM. In addition to no work being permitted on Sundays and holidays, no work shall occur on Saturdays without specific, written permission of the Engineer forty-eight (48) hours in advance of intent to perform Work.

SC-1.07 Permits: Contractor is responsible to secure and pay for all permits required to perform the work. SAWS will not reimburse the Contractor for any permit fees.

It is the Contractors responsibility to contact TXDOT prior to working on any TXDOT ROW, including installation of improvements on TXDOT ROW or use of TXDOT ROW as contractor staging, work, or lay down areas or for other purposes.

The Contractor shall meet with and obtain TXDOT written approval prior to any construction activity that will occur on or in the vicinity of TXDOT property. For this project, approximate TXDOT ROW limits are shown on the plans.

The Contractor will have to prepare a Detour/Traffic Control Plan, submit it to TXDOT and Engineer approval, and obtain written approvals prior to any work on TXDOT ROW.

The TCP shall include warning, detour, and traffic control signage, barricades, warning flares, flashing light signals, barriers, protection, and flagmen as deemed necessary by TXDOT to direct and protect vehicular and pedestrian traffic during construction work and other related items prior to activities.

The Contractor shall be required to maintain all barricades throughout the project and shall provide TXDOT with emergency contact phone numbers in case problems occur.

The Contractor will have to submit for TXDOT inspector approval the Contractor's plan for completing the bores on TXDOT property and the plan of erosion control measures he will utilize in accordance with TXDOT requirements. The contractor will have to restore all areas to a condition equal to or better that the pre-construction condition to the satisfaction of the TXDOT Inspector. Areas occupied by the contractor with the permission of TXDOT must be maintained at all times.

The Contractor will have to verify location and depth of all utilities on TXDOT property whether shown on the plans or not to verify utility clearance prior to work on that segment and provide this information to the Inspector and Engineer for approval.

All costs related to obtaining TXDOT approval, preparing any plans they may require, adjusting to accommodate their requirements, implementation, maintenance, and all other related costs for work referenced herein are to be subsidiary to other related pay items as applicable.

SC-2.0 PROJECT MATERIALS & WORKMANSHIP

SC-2.01 Disposal of Non-Hazardous Waste Material/Substances: Article V, paragraph 5.9.4 of the General Conditions of these Contract Documents are amended as follows:

“Contractor will dispose of all non-hazardous material ...in accordance with state and federal regulations. All completed bills of lading, manifests or other shipping documents for this material will be provided to SAWS” at no additional cost to the Owner.

SC-2.02 Proposed Water Main Replacement: Improvements for the construction of approximately 518 linear feet of 6-inch PVC, 190 linear feet of 8-inch PVC, 10,900 linear feet of 12-inch PVC all C-900, DR25, CL165 and 1,500 linear feet of 16-inch

PVC all C-905, DR25, CL165 water pipe using open cut method. 106 linear feet, will be jack and bored - 24" steel casing, 12" DI carrier pipe. Some existing water pipe to be tied to, as per SAWS records, is asbestos cement. Contractor to submit the required Asbestos Abatement Work Plan as per bid item 3000.15

SC-3.00 CONTRACT ADMINISTRATION

Section 4.6 of the general conditions shall be amended as follows:

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.

The remaining sections of Article VI shall remain the same.

SC-4.00 CONTRACT RESPONSIBILITIES

Section 5.4 of the general conditions shall be amended as follows:

SUPERINTENDENTS - The Contractor shall keep on-site pursuant to this Project during its progress a competent full time Superintendent who is a direct employee of the prime contractor and any necessary assistants, all satisfactory to the Owner.

The appointment of a designee in lieu of a full time superintendent shall not be allowed as part of this provision, therefore any reference to “designee” shall not be applicable.

The remaining section of this section shall remain the same.

SC-5.00 RISK ASSESSMENT

*Special Risk Exposure(s) Necessitating Additional Requirements:
SAWS GCCC-Section 5.7. Contractor's Insurance Requirements adequately specifies the lines of insurance coverage in keeping with the above Assessment results with one exception: please waive Section 5.7.1.1.8 – Builder's Risk line of coverage.*

END OF SPECIAL CONDITIONS

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 6

MODEL CONTRACT CLAUSE

Recipients must ensure that, when appropriate, the following clauses or their equivalent are included in each contract.

1. SUPERSESION

The recipient and the contractor agree that this and other appropriate clauses in 40 CFR 31.36(i) apply to that work eligible for EPA assistance to be performed under this contract and that these clauses supersede any conflicting provisions of this contract.

2. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

3. CHANGES

a. The following clause applies only to contracts for construction.

1. The recipient may at any time, without notice to any surety, by written order, make any change in the work within the general scope of the contract, including but not limited to changes:
 - i. In the specifications (including drawings and designs);
 - ii. In the time, method or manner of performance of the work;
 - iii. In the recipient-furnished facilities, equipment, materials, services or site, or
 - iv. Directing acceleration in the performance of the work.
2. A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the recipient which causes any change, provided the contractor gives the recipient written notice stating the date, circumstances and source of the order and that the contractor regards the order as a change order.
3. Except as provided in this clause, no order, statement or conduct of the recipient shall be treated as a change under this clause or entitle the contractor to an equitable adjustment.
4. If any change under this clause causes an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed by any order, the recipient shall make an equitable adjustment and modify the contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (a)(2) above shall be allowed for any costs incurred more than 20 days before the contractor gives written notice as required in paragraph (a)(2). In the case of defective specifications for which the recipient is responsible, the equitable adjustment shall include any increased cost the

contractor reasonably incurred in attempting to comply with those defective specifications.

5. If the contractor intends to assert a claim for an equitable adjustment under this clause, the contractor must, within 30 days after receipt of a written change order under paragraph (a)(1) or the furnishing of a written notice under paragraph (a)(2), submit a written statement to the recipient setting forth the general nature and monetary extent of such claim. The recipient may extend the 30-day period. The contractor may include the statement of claim in the notice under paragraph (2) of this changes clause.

6. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

b. The following clause applies only to contracts for services.

1. The recipient may at any time, by written order and without notice to the sureties, make changes within the general scope of this contract in the services or work to be performed. If such changes cause an increase or decrease in the contractor's cost or time required to perform any services under this contract, whether or not changed by any order, the recipient shall make an equitable adjustment and modify this contract in writing. The contractor must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the recipient's notification of change, unless the recipient grants additional time before the date of final payment.

2. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the contractor will charge an additional compensation shall be furnished without the written authorization of the recipient.

c. The following clause applies only to contracts for supplies.

1. The recipient may at any time, by written order and without notice to the sureties, make changes within the general scope of this contract in any one or more of the following:

- i. Drawings, designs or specifications where the supplies to be furnished are specifically manufactured for the recipient;
- ii. Method of shipment or packing; and
- iii. Place of delivery.

2. If any changes cause an increase or decrease in the cost or time required to perform any part of the work under this contract, whether or not changed by such order, the recipient shall make an equitable adjustment in the contract price or delivery schedule, or both, and modify the contract in writing. The contractor must assert any claim for adjustment under this clause within 30 days from the date the contractor receives the recipient's notification of change. If the recipient decides that the facts justify such action, the recipient may receive and act upon any such claim asserted at any time before final payment under this contract. where the cost of property made obsolete or excess as a result of a change is included in the contractor's claim for adjustment, the recipient has the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse the contractor from proceeding with the contract as changed.

3. No claim by the contractor for an equitable adjustment shall be allowed if made after final

payment under this contract.

4. DIFFERING SITE CONDITIONS

The following clause applies only to construction contracts.

- a. The contractor shall promptly, and before such conditions are disturbed, notify the recipient in writing of:
 1. Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or
 2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract.
- b. The recipient shall promptly investigate the conditions. If it finds that conditions materially differ and will cause an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed as a result of such conditions, the recipient shall make an equitable adjustment and modify the contract in writing.
- c. No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in paragraph (a) of this clause. However, the recipient may extend the time prescribed in paragraph (a).
- d. No claim by the contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

5. SUSPENSION OF WORK

The following clause applies only to construction contracts.

- a. The recipient may order the contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the recipient may determine to be appropriate for the convenience of the recipient.
- b. If the performance of all or any part of the work is suspended, delayed or interrupted for an unreasonable period of time by an act of the recipient in administration of this contract, or by the recipient's failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), the recipient shall make an adjustment for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and modify the subagreement in writing. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent (1) that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.
- c. No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the contractor notified the recipient in writing of the act, or failure to act, involved (this requirement does not apply to a claim resulting from a suspension order), and (2) unless the amount claimed is asserted in writing as soon as practicable after the termination of such suspension, delay or interruption, but not later than the date of final payment under the contract.

6. TERMINATION

The following clause applies only to contracts over \$10,000.

- a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- b. This contract may be terminated in whole or in part in writing by the recipient for its convenience, provided that the contractor is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is effected by the recipient, an equitable adjustment in the price provided for in this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the recipient because of the contractor's default. If termination for default is effected by the contractor, or if termination for convenience is effected by the recipient, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments which had become firm prior to the termination.
- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the recipient all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the contractor in performing this contract, whether completed or in process.
- e. Upon termination under paragraphs (a) or (b) above, the recipient may take over the work and may award another party a contract to complete the work under this contract.
- f. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the recipient. In such event, adjustment of the subagreement price shall be made as provided in paragraph (c) of this clause.

7. REMEDIES

This clause applies only to contracts over \$25,000.

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters

in question between the recipient and the contractor arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the recipient is located.

8. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

NOTE - The following clause applies to (1) any contract negotiated between the recipient and its contractor in excess of \$100,000; (2) negotiated contract amendments or change orders in excess of \$100,000 affecting the price of a formally advertised, competitively awarded, fixed price contract, or (3) any lower tier contract or purchase order in excess of \$100,000 under a contract other than a formally advertised, competitively awarded, fixed price contract. This clause does not apply to contracts awarded on the basis of effective price competition.

- a. The contractor and subcontractor, where appropriate, assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated contracts, lower tier contracts and change orders is based on current, accurate and complete data supported by their books and records. If the recipient or EPA determines that any price (including profit) negotiated in connection with this contract, lower tier contract or amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate or not current at the time of submission, then such price or cost or profit shall be reduced accordingly and the recipient shall modify the contract in writing to reflect such action.
- b. Failure to agree on a reduction shall be subject to the remedies clause of this contract.

NOTE - Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with lower tier contracts, the contractor may wish to include a clause in each lower tier contract requiring the lower tier contractor to appropriately indemnify the contractor. It is expected that any lower tier contractor subject to such indemnification will generally require substantially similar indemnification for defective cost and pricing data submitted by lower tier contractors.

9. AUDIT; ACCESS TO RECORDS

- a. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The contractor shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the recipient. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the recipient, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the contractor agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the contractor agrees to make paragraphs (a) through (g) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Records under paragraphs (a) and (b) above shall be maintained by the contractor during performance on EPA assisted work under this contract and for the time periods specified in 40 CFR part 31. In addition, those records which relate to any controversy arising under an EPA assistance agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained by the contractor for the time periods specified in 40 CFR part 31.

f. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

g. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved;
- or
3. If the subagreement is terminated for default or for convenience.

10. COVENANT AGAINST CONTINGENT FEES

The contractor assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this assurance, the recipient shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. GRATUITIES

a. If the recipient finds after a notice and hearing that the contractor or any of the contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or

otherwise) to any official, employee or agent of the recipient, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the recipient may, by written notice to the contractor, terminate this contract. The recipient may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the recipient may pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the recipient) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee.

12. BUY AMERICAN

This clause applies only to construction contracts award under 40 CFR Part 35, Subparts E and I.

In accordance with Section 215 of the Clean Water Act (33 U.S.C. 1251 et. seq.) and 40 CFR 31.36(c)(5), the contractor agrees that preference will be given to domestic construction material by the contractor, subcontractors, materialmen and supplies in the performance of this contract.

13. RESPONSIBILITY OF THE CONTRACTOR

a. The following clause applies only to subagreements for services.

1. The contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the contractor under this contract. If the contract involves environmental measurements or data generation, the contractor shall comply with EPA quality assurance requirements in 40 CFR 31.45. The contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.

2. The contractor shall perform the professional services necessary to accomplish the work specified in this contract in accordance with this contract and applicable EPA requirements in effect on the date of execution of the assistance agreement for this project.

3. The owner's or EPA's approval of drawings, designs, specifications, reports and incidental work or materials furnished shall not in any way relieve the contractor of responsibility for the technical adequacy of his work. Neither the owner's nor EPA's review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under this agreement or of any cause for action arising out of the performance of this contract.

4. The contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the owner or EPA caused by the contractor's negligent performance of any of the services furnished under this contract, except for errors, omissions or other deficiencies to the extent attributable to the owner, owner-furnished data or any third party. The contractor shall not

be responsible for any time delays in the project caused by circumstances beyond the contractor's control.

5. The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

b. The following clause applies only to contracts for construction.

1. The contractor agrees to perform all work under this contract in accordance with this agreement's designs, drawings and specifications.

2. The contractor guarantees for a period of at least one (1) year from the date of substantial completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. The owner shall promptly give notice to the contractor of observed defects. In the event that the contractor fails to make adjustments, repairs, corrections or other work made necessary by such defects, the owner may do so and charge the contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

3. The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

14. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the contractor shall execute and deliver to the owner a release of all claims against the owner arising under, or by virtue of, this contract, except claims which are specifically exempted by the contractor to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the owner's claims against the contractor or his sureties under this contract or applicable performance and payment bonds.

**United States Environmental Protection Agency
Region 6**

Policy for Bypass During Construction

It is a violation of an NPDES permit to bypass any part of a collection system or treatment plant. Such violations are subject to the enforcement provisions of Section 309 of the Clean Water Act. Under extreme circumstances, bypassing can sometimes be employed for short periods, but only after thorough review and authorization by the regulatory agency.

NPDES regulations and permits prohibit the diversion of wastes from any portion of the treatment facility unless:

- 1) Bypass is unavoidable to prevent loss of life, personal injury, or severe property damage; or
- 2) There are no feasible alternatives to bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if the Permittee could have installed adequate backup equipment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
- 3) The Permittee submits prior notice of an anticipated bypass, if possible, at least ten days before the date of the bypass.

The regulatory agency may authorize an anticipated bypass after considering its adverse effects, if it determines that it will meet the above conditions:

- 1) The construction sequence must be such that wastes are provided a minimum of secondary treatment, or the equivalent for industrial treatment facilities during all phases of construction unless more stringent treatment levels are required by the state agency; or
- 2) The facility must maintain compliance with interim limitations set by the regulatory agency based on plant performance.
- 3) Disinfection is to be utilized if required to protect public health.

CROSS-CUTTING FEDERAL AUTHORITIES

Environmental Authorities

- " Archeological and Historic Preservation Act of 1974, Pub. L. 86-523, as amended
- " Clean Air Act, Pub. L. 84-159, as amended
- " Coastal Barrier Resources Act, Pub. L. 97-348
- " Coastal Zone Management Act, Pub. L. 92-583, as amended
- " Endangered Species Act, Pub. L. 93-205, as amended
- " Executive Order 11593, Protection and Enhancement of the Cultural Environment
- " Floodplain Management, Executive Order 11988, as amended by Executive Order 12148
- " Protection of Wetlands, Executive Order 11990
- " Farmland Protection Policy Act, Pub. L. 97-98
- " Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- " National Historic Preservation Act, PL. 89-665, as amended
- " Safe Drinking Water Act, Pub. L. 93-523, as amended
- " Wild and Scenic Rivers Act, Pub. L. 90-542, as amended
- " Wilderness Act, Pub. L. 88-577, as amended

Economic and Miscellaneous Authorities

- " Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12372
- " Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- " Uniform Relocation and Real Property Acquisition Policies Act of 1970, Pub. L. 91-646 as amended

- " Debarment and Suspension, Executive Order 12549
- " New Restriction on Lobbying, Section 319 of Pub. L. 101-121

Social Policy Authorities

- " Age Discrimination Act of 1975, Pub. L. 94-135
- " Title VI of the Civil Rights Act of 1964, Pub. L. 88-352
- " Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive orders 11914 and 11250)
- " The Drug-Free Workplace Act of 1988, Pub. L. 100-690
- " Equal Employment Opportunity, Executive Order 11246
- " Women=s and Minority Business Enterprise, Executive Orders 11625, 12138 and 12432
- " Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590