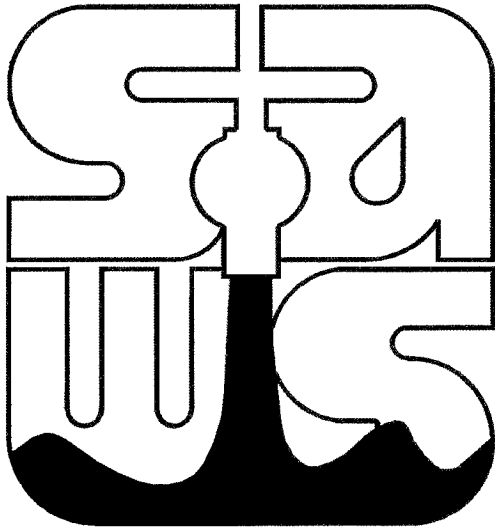


**SAN ANTONIO WATER SYSTEM CONSTRUCTION**



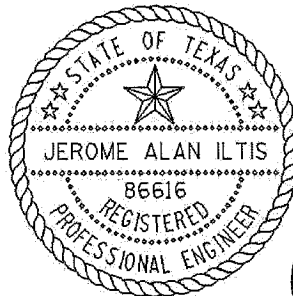
**San  
Antonio  
Water  
System**

**CONTRACT DOCUMENTS FOR**

**2013 Annual Water Distribution  
Leak Repairs – Package 2**

**JOB NOS. 13-0106 (O&M) and 13-1401 (CIP)**

**SOLICITATION NO. B-13-007-CM**



*Jerome A. Iltis*  
1/1/13

**2800 U.S. HWY 281 NORTH  
P.O. BOX 2449  
SAN ANTONIO, TEXAS 78212-2449**

**CONTRACT DOCUMENTS**

**TABLE OF CONTENTS**

<u>BIDDING AND CONTRACT REQUIREMENTS</u>	<u>PAGE</u>
Invitation to Bidders. . . . .	IV-1
Instructions to Bidders. . . . .	IB-1
Workers' Compensation Coverage Requirements.. . . .	WC-1
Bid Proposal. . . . .	BP-1
Proposal Certification. . . . .	BP-9
Good Faith Effort Plan. . . . .	GFEP-1
SMWB Reporting Requirements. . . . .	GFEP-5
Conflict of Interest. . . . .	Form CIQ
General Conditions of the Contract (rev. 11/15/12). . . . .	GC-1
Wage Decisions. . . . .	WR-1
Asbestos Workers Memo. . . . .	AAWR-1
Contract Agreement. . . . .	CA-1
Performance and Payment Bond. . . . .	PB-1
Workers' Compensation Exhibit "A". . . . .	WA-1
Contractor Suspension Policy Exhibit "B". . . . .	SP-1
Contractor Security Procedures Exhibit "C". . . . .	SP-10
Request for Taxpayer Identification Number and Certification Form. . . . .	W-9
Instructions for Completing the ACORD Certificate of Liability Insurance. . . . .	ICS
Special Conditions . . . . .	SC-1

Specification 3000 Handling Asbestos Cement Pipe

(Separate Documents)

COSA STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SAWS SPECIFICATIONS FOR WATER & SANITARY SEWER CONSTRUCTION

(Latest Edition)

TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR  
CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES (Latest Edition)

## INVITATION TO BIDDERS

Solicitation No. B-13-007-CM

Sealed bids are requested by the San Antonio Water System for the purpose of retaining a Contractor to furnish all labor, materials, equipment and supervision to repair leaks in the water distribution system including leaks in the water mains and in water service lines on a work order contract basis. Such repairs may involve replacement of water service lines, valves and fire hydrants, and associated work for the 2013 Annual Water Distribution Leak Repairs Contract – Package 2, Project, SAWS Job No. 13-0106(O&M) and 13-1401(CIP).

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 Cynthia Medina, at 210-233-3406.

For questions regarding this solicitation, technical questions or additional information, please contact Cynthia Medina, Contract Administration Specialist, in writing via email to: [cgmedina@saws.org](mailto:cgmedina@saws.org) or by fax to (210) 233-5332 until **4:00 PM (CT)** on **January 21, 2013**. Answers to the questions will be posted to the website by **4:00 p.m. (CT)** on **January 23, 2013** as a separate document or included as part of an addendum.

A **non-mandatory** pre-bid meeting will be held at **2:00 PM (CT) on January 17, 2013** at the San Antonio Water System's Customer Service Building, 1st floor, Conference Room 137, 2800 U.S. Hwy 281 North, San Antonio, Texas.

Sealed bids will be received by the Contract Administration Division, 2800 U.S. Hwy 281 North, Customer Center Building, Suite 171, San Antonio, Texas 78212, until **2:00 PM, (CT), January 29, 2013**. Bids will then be publicly opened and read aloud in Contract Administration, Suite 169, Customer Center Building, 2800 U.S. Hwy 281 North, San Antonio, Texas. Each bid must be accompanied by a cashier's check, certified check, or bid bond in an amount not less than five percent of the total bid price.

## INSTRUCTIONS TO BIDDERS

1. Bids will be submitted in accordance with the following:
  - a. Sealed bids will be received by the office of **Contract Administration Division, San Antonio Water System, 2800 U.S. Hwy 281 North, Customer Center Building, Suite 171, San Antonio, Texas 78212**, until the time specified in the Invitation to Bidders.
  - b. If the submittal of a sealed bid is by any means other than personal/hand delivery, then it is the bidder's sole responsibility to ensure the bid is delivered to the exact location specified above, no later than the exact time specified in the Invitation to Bidders.
  - c. All bids errantly submitted or delivered to a location other than the exact location stated above will be returned unopened.
  - d. All bids received after the exact time set for the bid opening in the Invitation to Bidders will be returned unopened.
  - e. The San Antonio Water System Contracting Office may, at its sole discretion, without waiver of rights or authority, in equity or at law, return unopened, any bid not meeting the exact requirements as stated above.
  
2. Bids will be opened in accordance with the following:
  - a. Bids will be opened in a public setting and read aloud by a Contract Administration representative.
  - b. The lowest bid received at the time of the bid opening shall be designated as the "apparent low bid," whether announced in that manner or not, and shall not represent an acceptance of an offer.
  - c. All bid results are unofficially, tentative and subject to verification on the day of the bid opening.
  - d. No bid may be withdrawn after the scheduled bid opening time without the written consent of a Contract Administration representative.
  - e. The "official" bid results will be tallied on a "bid tabulation sheet" and may, within 10 business days of the bid opening, be posted on the San Antonio Water System's web site.
  
3. All bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid, payable without recourse to the San Antonio Water System. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. 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. Bids must be submitted on the original bid form attached herein and shall be sealed in an envelope plainly marked on the outside with job number, the date and time of the bid opening, and the name of project bid on.
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 his Bid Proposal, represents and warrants: that he has prepared his bid in accordance with the specifications, with full knowledge and understanding of the terms and provisions thereof; that he has reviewed, studied and examined the bid prior to the signing and submission of same; and that he was cognizant of the terms of his proposal, verified his calculations and found them to be correct and agrees to be bound thereby; and that he has visited the site of work, has fully familiarized himself with the local and on-site conditions under which the work is to be performed and has correlated his observation with the requirements of the contract documents. In addition, the Bidder represents that he has satisfied himself 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 his 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 SMWB Certification Certificates for the bidder or their subcontractors as part of the bid package. Bidder and/or their agents may contact the SMWB Program Manager at 210-233-3420 for assistance or clarification with issues specifically related to the Small, Minority, and Woman Business (SMWB) Program policy and/or completion of the Good Faith Effort Plan form.
  - (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.

- (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 (800) 252-5555. Bidders will not include any federal taxes in bid prices since the San Antonio Water System is exempt from payment of such taxes. "Texas Certificates of Exemption", "Texas Certificates of Resale" and "Texas Sales Tax Permits" are forms available to the contractor through the regional offices of the State Comptroller of Public Accounts.
6. Any catalogue or manufacturer's reference used in describing an item is merely descriptive, and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. When items proposed differ in any way from those specified, Bidders are required to state exactly what they intend to furnish. Otherwise, they shall be required to furnish the items as specified.
7. The work shall be done and completed in accordance with the following Contract Documents as furnished by the San Antonio Water System:
- a. The Invitation to Bidders
  - b. The Instructions to Bidders
  - c. The Bid
  - d. The Payment Bond
  - e. The Performance Bond
  - f. The General Conditions of the Contract
  - g. The Special Conditions of the Contract
  - h. The Supplemental 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
8. The successful Bidder will be required to execute the standard San Antonio Water System Contract Agreement, Performance and Payment Bonds as outlined in the General Conditions. These forms will be prepared and furnished by the San Antonio Water System. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bond documents and bind the Surety to the bond conditions. 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 3.5 & 3.6. If the contract amount does not exceed \$25,000.00, then the Performance and Payment Bonds will not be required.
  9. Where there is an error in the extension, the San Antonio Water System Contracting Office will extend the written unit price and make any corrections necessary. Any error will be corrected, and the correct amount will be the basis for determining the bid position.
  10. Bidders are advised that estimated quantities of anticipated requirements during the contract period are not calculated with certainty. It is the policy of the Board, however, as a matter of prudent buying and contracting, to establish in advance of actual purchase or performance of the work, the price of the work which is anticipated, and the price on certain items calculated on the maximum number of a particular item which it might need during a contract period. Bidders are advised that during such period, the Board may determine not to purchase any of the items or may delete any or all of the work listed in a bid or invitation. Under such a contract, the Board's only commitment is to purchase the items from or proceed with the work by the successful Bidder at the price bid if the Board should, in fact, decide to purchase such items during the contract period or proceed with such work as proposed. On all bids, the Board reserves the right to reject a bid, which in the Board's judgment is "unbalanced." An "unbalanced bid" is defined as one in which a particular item or a class of items is bid at a figure sufficiently less than or higher than either general market price or Bidder's cost, so as to make the Bidder low on the overall bid but high on a significant number of other items. The Board reserves the right to exercise its judgment and reject such a bid as unqualified. If the Board nevertheless accepts such an unbalanced bid and the contract is awarded, the Board reserves the right to delete any or all of such items from the purchases to be made or work to be done.
  11. The SAWS will provide all necessary rights-of-way or easements for the project.
  12. No owner, stockholder, partner, officer, or employee of the Bidder, or any person who has a financial interest in this contract in any way, whether direct or indirect, shall be an officer or employee of the San Antonio Water System or the City of San Antonio at the time of bidding on this contract, or during the life of this contract. Any violations of this provision will render the bid or contract void.
  13. The Contractor will establish a San Antonio address and telephone number and file that information with the Contracting Officer prior to starting work. 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.

14. In case of ambiguity, duplication or obscurity in the bids, the San Antonio Water System Contracting Office reserves the right to construe and apply the meaning thereof. The San Antonio Water System Contracting Office reserves the right to reject any and all bids and to waive formalities.
15. The San Antonio Water System Contracting Office reserves the right, subject to the Contractor's approval, to extend any annual contract for an additional period of not more than one year, subject to the same terms and conditions as enumerated in the invitation and instruction to Bidders and at a price or prices not to exceed the prices quoted.
16. It is anticipated that the contract will be awarded within **60** days after bid opening to the **Responsible Bidder** whose bid, conforming to the invitation for bids, is most advantageous to the San Antonio Water System. Bidders are advised that the awarding of contracts on a bid basis is a requirement of state law and city charter. The purposes of such requirements are: (1) to prevent the historic abuses of negotiated purchases; (2) to enable the Board to use its purchasing power to buy at the lowest possible prices for the benefit of the system and the public; and (3) to enable the Board to award the contract to other than the low Bidder when, in the Board's judgment, the low Bidder is not qualified. Bidders are advised that it is not the intention of the Board, necessarily, to award contracts on the basis of differences in the bids other than differences in basic "price of the item." The Board reserves the right to take whichever action as may, in the judgment of the Board, to be its best interest as follows:
  - (1) Reject all bids;
  - (2) Award the bids by the drawing of lots; or
  - (3) Award the bids on the basis of differences other than price.

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

17. The San Antonio Water System Contracting Office may reject the apparent low Bidder when: (a) the Bidder misstates or conceals any material fact in the bid, or if (b) the Bidder does not conform with the law or the bid, or if (c) the bid is conditional, or if (d) the bid is unbalanced, or when (e) the lowest Bidder is not, in the Board's judgment, qualified, or when (f) the lowest bid is not, in the Board's judgment, the lowest and best bid, or if (g) the Bidder fails to acknowledge in the final bid price of the bid and include signed copies thereof, any and all addendums issued prior to bid opening.

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

18. The Bidder in preparing his bid, shall take cognizance of the difficulty of distinguishing between boulders and ledge rock, the difficulty of accurately classifying all material encountered in making the subsurface investigations, the possible erosion of stream channels and banks after survey data has been obtained, and the unreliability of water elevations other than those for the date recorded. Claims for



additional compensation due to variations between conditions actually encountered in a construction and as indicated in the plans will not be allowed.

19. All contracts in excess of \$10,000 with contractors or suppliers having 15 or more employees will include the clauses listed below:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will assure that employees or applicants for employment are treated in a fair and equitable manner in such actions which shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor will post in conspicuous places for the benefit of the employee and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
- (b) Upon request, the Contractor will furnish to the San Antonio Water System all information and reports and will permit access to the books, records, and accounts for the purposes of an investigation to ascertain compliance with rules and regulations set forth by this organization.
- (c) If a Contractor is found not to be in compliance with the nondiscrimination clause of this contract, the contract may be canceled, terminated, or suspended in all or in part and the Contractor may be debarred from further contracts with the San Antonio Water System.
- (d) All Bidders or prospective Contractors or Subcontractors will be required to submit a statement in writing signed by an authorized official or agent in behalf of the company to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, or national origin.

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

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

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.

20. Approval of Plans and/or Specifications by the Director of Engineering shall not constitute an assumption of liability by the San Antonio Water System or the Director for any inaccuracy of computation or deficiency of design therein.

21. 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.
22. Contractor shall comply with the "WORKERS COMPENSATION INSURANCE COVERAGE REQUIREMENTS" as noted on Section 5.7 CONTRACTOR'S INSURANCE REQUIREMENTS of the General Conditions.
23. To assist the San Antonio Water System Contracting Office in performing the bidder evaluation and subsequent recommendation of award, the apparent low bidder will submit the following items within one (1) day of the bid opening. Failure to provide the required information within the specific time, may result in determining a non-responsive bidder:
  - (a) A complete financial statement for your organization that was prepared within the past 12 months, by an independent Certified Public Accountant, 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 form.

## WORKERS' COMPENSATION INSURANCE COVERAGE REQUIREMENTS

A Contractor shall:

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

other services related to the project, regardless of the identity of their employer or status as an employee." "Call the Texas Workers' Compensation Commission at [1-800-252-7031](tel:1-800-252-7031) to receive information on the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage"; and

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

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

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

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

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

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

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

BID PROPOSAL

PROPOSAL OF \_\_\_\_\_, a corporation

a partnership consisting of \_\_\_\_\_

an individual doing business as \_\_\_\_\_

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 Job Nos. 13-0106 (O&M) and 13-1401 (CIP) in accordance with the Plans and Specifications for the following prices to wit:

Item No.	Description (Unit Price to be written in Words)	Quantity	Unit	Unit Price (Figures)	Total Price (Figures)
103.1	Remove Concrete Curb;  _____ Dollars _____ Cents	100	LF	\$ _____	\$ _____
103.3	Remove Sidewalks and Driveways;  _____ Dollars _____ Cents	125	SY	\$ _____	\$ _____
200	Flexible Base (Complete in place);  _____ Dollars _____ Cents	35	CY	\$ _____	\$ _____
203	Tack Coat;  _____ Dollars _____ Cents	50	GAL	\$ _____	\$ _____
205.4	Hot Mix Asphalt Concrete Type "D", Two (2) Inch Thickness;  _____ Dollars _____ Cents	325	SY	\$ _____	\$ _____

2013 Annual Water Distribution Leak Repairs Contract – Package 2  
 SAWS Job Nos. 13-0106 (O&M) and 13-1401 (CIP)  
 Solicitation No. B-13-007-CM

Item No.	Description (Unit Price to be written in Words)	Quantity	Unit	Unit Price (Figures)	Total Price (Figures)
208	Salvage, Haul, Stockpile Asphalt Concrete Pavement;				
	<u>Dollars</u>				
	<u>Cents</u>	75	CY	\$ _____	\$ _____
401	Flowable Backfill (TxDOT Spec);				
	<u>Dollars</u>				
	<u>Cents</u>	75	CY	\$ _____	\$ _____
500 .1	Concrete Curbing;				
	<u>Dollars</u>				
	<u>Cents</u>	115	LF	\$ _____	\$ _____
500.3	Concrete Gutter;				
	<u>Dollars</u>				
	<u>Cents</u>	20	LF	\$ _____	\$ _____
502.1	Concrete Sidewalks;				
	<u>Dollars</u>				
	<u>Cents</u>	60	SY	\$ _____	\$ _____
503.1	Concrete Driveways;				
	<u>Dollars</u>				
	<u>Cents</u>	50	SY	\$ _____	\$ _____
503.2	Commercial Driveways;				
	<u>Dollars</u>				
	<u>Cents</u>	40	SY	\$ _____	\$ _____



2013 Annual Water Distribution Leak Repairs Contract – Package 2  
 SAWS Job Nos. 13-0106 (O&M) and 13-1401 (CIP)  
 Solicitation No. B-13-007-CM

Item No.	Description (Unit Price to be written in Words)	Quantity	Unit	Unit Price (Figures)	Total Price (Figures)
508	Relocate Fence;				
	<u>Dollars</u>				
	<u>Cents</u>	30	LF	\$ _____	\$ _____
511.3.1	Cutting and replacing pavements (10" ATB & 3" HMAC);				
	<u>Dollars</u>				
	<u>Cents</u>	20	SY	\$ _____	\$ _____
511.3.2	Cutting and replacing pavements (6" ATB & 2" HMAC);				
	<u>Dollars</u>				
	<u>Cents</u>	20	SY	\$ _____	\$ _____
515	Top Soil;				
	<u>Dollars</u>				
	<u>Cents</u>	60	CY	\$ _____	\$ _____
516.1	Bermuda Sodding;				
	<u>Dollars</u>				
	<u>Cents</u>	15	SY	\$ _____	\$ _____
516.2	St. Augustine Sodding;				
	<u>Dollars</u>				
	<u>Cents</u>	35	SY	\$ _____	\$ _____
530	Barricades, Signs and Traffic Handling;				
	<u>Dollars</u>				

2013 Annual Water Distribution Leak Repairs Contract – Package 2  
 SAWS Job Nos. 13-0106 (O&M) and 13-1401 (CIP)  
 Solicitation No. B-13-007-CM

Item No.	Description (Unit Price to be written in Words)	Quantity	Unit	Unit Price (Figures)	Total Price (Figures)
550	Trench Excavation Safety Protection; _____ Cents	85	EA	\$ _____	\$ _____
	_____ Dollars				
	_____ Cents	200	LF	\$ _____	\$ _____
805.1	Police Officer; _____ Dollars				
	_____ Cents	10	HR	\$ _____	\$ _____
824.11	Reconnect 3/4" Service; _____ Dollars				
	_____ Cents	10	EA	\$ _____	\$ _____
824.12	Reconnect 1" Service; _____ Dollars				
	_____ Cents	5	EA	\$ _____	\$ _____
824.13	Reconnect 1 1/2" Service; _____ Dollars				
	_____ Cents	1	EA	\$ _____	\$ _____
824.14	Reconnect 2" Service; _____ Dollars				
	_____ Cents	1	EA	\$ _____	\$ _____
824.21	Relay 3/4" Short Service; _____ Dollars				

2013 Annual Water Distribution Leak Repairs Contract – Package 2  
 SAWS Job Nos. 13-0106 (O&M) and 13-1401 (CIP)  
 Solicitation No. B-13-007-CM

Item No.	Description (Unit Price to be written in Words)	Quantity	Unit	Unit Price (Figures)	Total Price (Figures)
	<u>Cents</u>	10	EA	\$ _____	\$ _____
824.22	Relay 1" Short Service;				
	<u>Dollars</u>				
	<u>Cents</u>	3	EA	\$ _____	\$ _____
824.23	Relay 1 1/2" Short Service;				
	<u>Dollars</u>				
	<u>Cents</u>	2	EA	\$ _____	\$ _____
824.24	Relay 2" Short Service;				
	<u>Dollars</u>				
	<u>Cents</u>	1	EA	\$ _____	\$ _____
824.31	Relay 3/4" Long Service;				
	<u>Dollars</u>				
	<u>Cents</u>	3	EA	\$ _____	\$ _____
824.32	Relay 1" Long Service;				
	<u>Dollars</u>				
	<u>Cents</u>	2	EA	\$ _____	\$ _____
824.33	Relay 1 1/2" Long Service;				
	<u>Dollars</u>				
	<u>Cents</u>	2	EA	\$ _____	\$ _____
824.34	Relay 2" Long Service;				
	<u>Dollars</u>				





2013 Annual Water Distribution Leak Repairs Contract – Package 2  
 SAWS Job Nos. 13-0106 (O&M) and 13-1401 (CIP)  
 Solicitation No. B-13-007-CM

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

	Cents	10	EA	\$ _____	\$ _____
--	-------	----	----	----------	----------

3000.7 Removal, Transportation and Disposal of A.C. Pipe;

Dollars

	Cents	4	EA	\$ _____	\$ _____
--	-------	---	----	----------	----------

**TOTAL BID AMOUNT** \$ \_\_\_\_\_

\_\_\_\_\_ **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 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 **365** calendar days after the start date, as set forth in the Authorization to Proceed, or until funds are exhausted from the contract, whichever occurs first. **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





**SECTION B. – SMWB COMMITMENTS**

The SMWB goal on this project is 17 %

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 17 % SMWB utilization on this contract.

       The proposer, (if unable to meet the SMWB goal of 17%), is committed to a minimum of        % SMWB utilization on this contract. *(If contractor is unable to meet the goal, please fill out Section C and submit documentation demonstrating good faith efforts).*

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

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

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

Phone Number: \_\_\_\_\_

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

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

1. List all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for the contract by choice of the proposer, subcontractor, or supplier. Written 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**. The following information is required for all firms that were contacted of subcontracting/supply opportunities.

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

(Use additional sheets as needed)

In order to verify a proposer's good faith efforts, please provide to SAWS copies of the written notices to all firms contacted by the proposer for specific scopes of work identified in relation to the subcontracting/supply opportunities in the above named project. Copies of said notices must be provided to the SMWB Program Manager within five (5) business days after 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 SMWB listings or directories, contractor associations, and/or any other associations utilized to solicit SMWB Subcontractors/suppliers.

---

---

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

---

---

5. Indicate advertisement mediums used for soliciting bids from SMWBs. (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, SMWB Manager, at 210-233-3420.

## **DEFINITIONS:**

**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 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 a Woman-owned Business Enterprise.

**Small Business Enterprise (SBE):** 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

**Minority Business Enterprise (MBE):** 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. 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 as well as those identified as Jamaican, Trinidadian or West Indian.
- 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 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.

**African American Business Enterprise (AABE):** 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 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.

**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.

**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/>

## CONFLICT OF INTEREST QUESTIONNAIRE NOTE:

“Effective January 1, 2006, Chapter 176 of the Texas local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with SAWS shall file a completed conflict of interest questionnaire with the SAWS Manager of Contract Administration no later than the 7<sup>th</sup> business day after the date that the person: (1) begins contract discussions or negotiations with SAWS; or (2) submits to SAWS an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with SAWS. The Conflict of Business questionnaire is attached on the following page and is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed Conflict of Interest questionnaires should be included with your bid or may be delivered by hand, within 7 business days of the bid opening, to the Manager of Contract Administration. If mailing a completed Conflict of Interest questionnaire, mail to: David Gonzales, Manager, Contract Administration, 2800 U.S. Hwy 281 North, San Antonio, TX 78212. If delivering a completed Conflict of Interest questionnaire, deliver to Contract Administration, Tower 2, 1<sup>st</sup> Floor, Room 171, 2800 U.S. Hwy 281 North, San Antonio, TX 78212. Please consult your own legal advisor if you have questions regarding the statute or form.”

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

## OFFICE USE ONLY

Date Received

**1** Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

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

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes       No

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

Yes       No

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

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

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

\_\_\_\_\_  
Date

# **SAN ANTONIO WATER SYSTEM**

## **GENERAL CONDITIONS**

### **CONTENTS**

- I. Contract Definitions**
- II. Legal Relationships & Responsibilities**
- III. Contract Documents & Bonds**
- IV. Contract Administration**
- V. Contract Responsibilities**
- VI. Contract Changes**
- VII. Contract Payments**
- VIII. Contract Completion Time**
- IX. Project Completion and Acceptance**
- X. Disputes**
- XI. Supplemental and Special Conditions**
- XII. Right to Audit Clause**

# 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 the Contract Documents.



17. CONTRACT DOCUMENTS - The Contract Documents consist of Bidding Documents (the Advertisement or Invitation to Bid, or Request for Proposal, the Instructions to Bidders, the Contractor's completed Bid Proposal form, the Addenda), the Contract, the Conditions of the Contract (General, Supplemental and Special Conditions), the Plans, the Specifications, the Change Orders, the Payment and Performance Bonds. 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 to Contractor by SAWS 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 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, national origin religion, sex, age, handicap or political belief or affiliation.
- 2.8 SMALL, MINORITY, AND WOMEN BUSINESS PROGRAM(SMWB) 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, creed, sex, or origin. Contractor agrees it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. 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.

### **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 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 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 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 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 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 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 (1) 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 it's 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 previously executed and for any loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit for the work performed and direct damages related to the Work stoppage. 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, plus applicable overhead, profit, and actual, reasonable and documented termination costs, if any, paid by Contractor in connection with the Work in place which is completed and in conformance with the Contract Documents up to the date of termination for convenience, 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.

.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.

#### 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 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 years from the date of issuance of the notice of suspension.
- .8 APPEAL 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 requires 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 trees 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 or 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.
  - .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 require 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 determine by Owner and shown on the plans by the Consultant or as Directed by Owner.
  - .11 Water & 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, approved 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 WARRENTY 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; 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.
- .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 Certificate of Completion 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

- .1 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 257  
Ref. # 107-(SAWS Contract/Project #)\*  
Portland, MI 48875-0257

*\*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 257  
Ref. #107-(Same as the Certificate Holder name/address shown above.)  
Portland, MI 48875-0257

.2 By Fax: 1-517-647-7900

.3 By E-Mail: [CertsOnly@periculum.com](mailto:CertsOnly@periculum.com)

.2 Send Copy to:

San Antonio Water System  
Attention: Contract Administration  
P.O. Box 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 Facility. 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 twenty-four (24) hours 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 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 WARRENTY (INCLUDING WITHOUT LIMITATION AND IMPLIED WARRENTIES 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 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 owners issuance of an RFP of 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)
  - .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 2% 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>	Owens 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) though (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 of herein of these General Conditions; and
- .2 The following additional three (3) requirements listed below, all three 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 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 payments 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.

- 7.2 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.

- 7.3 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.
- 7.4 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.

#### 7.5 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 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.

#### **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 particular project and be 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 -

General Decision Number: TX130016 01/04/2013 TX16

Superseded General Decision Number: TX20120016

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

Modification Number	Publication Date
0	01/04/2013

\* 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 SIGNAL INSTALLER	
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.

=====

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)).

---

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 union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

---

#### 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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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.

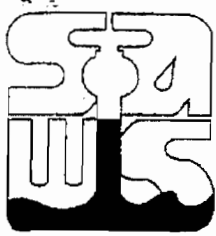
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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.

=====

END OF GENERAL DECISION



## San Antonio Water System

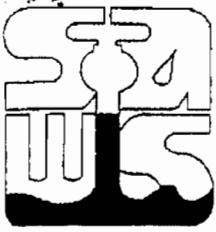
### CONTRACT ADMINISTRATION

November 05, 2002

According to an agreement entered between the International Association of Heat and Frost insulators and Asbestos Workers, Laborers are allowed to remove asbestos under certain circumstances. It was mutually agreed that the work listed below shall be performed accordingly:

1. The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breechings, etc.) is recognized as being the exclusive work of the **Asbestos Workers**.
2. On all mechanical systems (pipes, boilers, ducts, flues, breechings, etc.) that are going to be scraped, the removal of all insulating materials, whether they contain asbestos or not, shall be the exclusive work of the **Asbestos/Abatement Laborers**.
3. The removal of all Asbestos-containing materials from walls, ceilings, floors, columns and all other nonmechanical structures and surfaces, etc., is being recognized as being the exclusive work of the **Asbestos/Abatement Laborers**.
4. The term "removal" as used in this Agreement shall not include the sealing, labeling and dropping of scrap material into the appropriate containers. After drop, final disposal shall be the work of the **Asbestos/Abatement Laborers**.
5. The loading at the designated area of all materials that have been removed, bagged and tagged, as well as clean-up of all unloading, burying and other work required at the disposal site is recognized as being the exclusive work of the **Asbestos/Abatement Laborers**.
6. Asbestos/Lead Abatement Worker requires special training & licensing.

AAWR-1



San Antonio Water System  
CONTRACT ADMINISTRATION

November 05, 2002

**SUBJECT: Wage Rates for Asbestos Worker (includes removal of lead) & Asbestos Abatement Laborer**

After a review and analysis on the work classifications ( Asbestos Worker & Asbestos Abatement Laborer), the following wage rates will be utilized on the above project.

**Asbestos Worker (includes removal of lead)**

**\$18.93 per/hr plus \$5.72 per/hr  
for fringe benefits  
Total: \$24.65 per/hr**

**Asbestos/Abatement Laborer**

**\$12.18 per/hr plus \$.94 per/hr  
for fringe benefits  
Total: \$13.12 per/hr**

AAWR-2

# CONTRACT

Contract ID #

STATE OF TEXAS §  
COUNTY OF BEXAR §

## KNOW ALL MEN BY THESE PRESENTS:

That this Agreement made and entered into this \_\_\_ day of \_\_\_, A.D, 2013, 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 \_\_\_\_\_, of the City of \_\_\_\_\_, County of *Bexar*, State of \_\_\_\_\_, 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 \_\_\_\_\_ *no/100's Dollars* **\$000,000.00**, for the San Antonio Water System Job Nos. \_\_\_\_\_, dated \_\_\_\_\_, the same being designated as San Antonio Water System Project \_\_\_\_\_.

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.

The Contractor hereby agrees to commence work under this Contract within seven (7) days after issuance by the SAWS of the 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 upon actual commencement of Work by the Contractor during the seven (7) calendar day period referenced above, or upon the eighth (8th) calendar day (assuming the eighth day is a day upon which Work may lawfully and Contractually be performed), *whichever occurs first*. All work specified in these Contract Documents shall be completed within \_\_\_\_\_ calendar days.

It is agreed and understood by the Owner and the Contractor that the provisions of Chapter 252, of the Texas Local Government Code, apply to this contract. The terms of the aforementioned state law are incorporated herein by reference. Contractor and Owner Agree that as a public body, Owner is authorized by such state law to negotiate change orders up to and including the amount of \$25,000.00 acting by and through its duly designated administrative officer (Contracting Officer). It is agreed and understood that any change orders which increase the work of the contract in excess of 25% of the bid contract price, must be subject of a supplemental agreement approved by the San Antonio Water System Board of Trustees of San Antonio as in case of original contracts. The work of the contract may be decreased over 25% with the consent of the Contractor.

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

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

- The Invitation to Bidders
- The Instructions to Bidders
- The Proposal
- The Payment Bond
- The Performance Bond
- The General Conditions of the Contract
- The Special Conditions of the Contract
- The Supplemental Conditions of the Contract
- The Construction Specifications
- The Standard Drawings
- Addenda
- Change Orders
- Good Faith Effort Plan

The Plans, designated San Antonio Water System Project Job No(s) & Project Name.

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

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

By \_\_\_\_\_  
Robert R. Puente  
President/Chief Executive Officer

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

By \_\_\_\_\_  
*Contractor*

By \_\_\_\_\_  
*(Signature)*

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

\_\_\_\_\_  
*(Print/Type)*

Title \_\_\_\_\_

**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 Contractors business name & Address (hereinafter called "Principal"), as Principal, and \_\_\_\_\_, a Corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, 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 \_\_\_\_\_ and no/100's Dollars (\$000,000.00), 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 \_\_\_ day of \_\_\_\_\_, consisting of Job Nos. & Project (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 the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**Principal**

**Surety**

By \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ 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 Contractors business name & Address (hereinafter called "Principal"), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, 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 \_\_\_\_\_ and no/100's Dollars (\$000,000.00), 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 \_\_\_\_\_ day of \_\_\_\_\_, consisting of \_\_\_\_\_ (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 \_\_\_\_\_, 2013.

**Principal**

**Surety**

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

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

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

## **EXHIBIT A**

### **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 commission, of a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-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 services related to a project.
- (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, §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:
  - (i) 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 service on the project; and
  - (ii) 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 three (3) years thereafter.
- (G) The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- (H) The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, 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:
  - (i) 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, §401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - (ii) 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;
  - (iii) 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;
  - (iv) obtain from each other person with whom it contracts, and provide to the contractor:
    - (I) a certificate of coverage showing extension of coverage, prior to the other person beginning work on the project; and
    - (II) a new certificate of coverage showing extension of coverage, prior to the end of coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (v) retain all required certificates of coverage on file for the duration of the project and for three (3) years thereafter;
  - (vi) notify the governmental entity in writing by certified mail or personal delivery within ten (10) days after the person knew or should have known, of any change that

materially affects the provision of coverage of any person providing services on the project; and

- (vii) contractually require each person with whom it contracts, to perform as required by clauses (i) - (vii) of this subparagraph, with the certificates of coverage to be provided to the person to whom they are providing services.
- (J) 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 (10) days after receipt of notice of breach from the governmental entity.

## **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 4.9, 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 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 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 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 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 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 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 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 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 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 "D"**

### **SECURITY PROCEDURES**

If work will be conducted on SAWS property, on a SAWS customer's property, involve any SAWS networks or any SAWS facility the Contractor shall ensure a Prime Contractor Data Form (PCDF) and a Background Screening Letter (provided by SAWS Security) is properly completed for all employees performing work under this Agreement and is on file with SAWS Security prior to work commencement. Any person found to have an unacceptable background check will not be allowed to perform work under this Agreement ( A waiver may be given by SAWS Security for an unacceptable finding but must be signed off by the Director of SAWS Security ). Sub-Contractors performing work must be listed on the PCDF and the Background Screening Letter. Contractor shall be responsible for the accuracy of information on the PCDF and the Background Screening Letter, and for obtaining any and all required items (badges and parking tags) necessary to fulfilling the work under this Agreement. The PCDF and Background Screening Letter must be sent electronically to [securitygroup@saws.org](mailto:securitygroup@saws.org). Contractor shall advise the SAWS Project Manager/Inspector of any employee terminations or changes to personnel performing work under this Agreement and the Contractor shall immediately turn in any and all badges and/or parking tags of employees who are terminated or no longer performing work under this Agreement. If there are any changes in the information contained in the PCDF or the Background Screening Letters, Contractor shall immediately notify the SAWS Project Manager/Inspector and provide updated PCDF and Background Screening Letters, with copies to [securitygroup@saws.org](mailto:securitygroup@saws.org).

Contractor, its employees, and agents shall obtain a SAWS photo identification badge (Contractor's Badge) and parking tag, prior to any work on SAWS property, which shall be used only for purposes necessary to perform the work under this Agreement. SAWS Badge Office hours are Monday, Wednesday and Friday 8:00am to 12:00pm excluding SAWS holidays (hours are subject to change). Security staff can be contacted at (210) 233-3177 or (210) 233-3338. A replacement fee may be charged for lost or damaged badges or parking tags. As a condition of final payment, Contractor shall return all badges and parking tags to the Security Office. In the event Contractor fails to return all security badges and parking tags, in addition to any other rights or remedies to which SAWS may be entitled at law or in equity, SAWS may withhold from payment to the Contractor the sum of \$500.00 dollars per badge or parking tag as liquidated damages. Contractor agrees that the actual amount of damages for failure to return the badges and/or parking tags are difficult to determine, and the liquidated damages herein are not a penalty, but are a reasonable estimate of the costs and expenses that may be incurred by SAWS for failure to return the badges or parking tags.

SAWS facilities require a SAWS employee to physically escort Contractor at all times. SAWS may, in its sole discretion, waive the escort requirements if the PCDF and a "clean" Background Screening Letter, signed by an authorized representative of Contractor are approved by SAWS Security.

Sub-Contractors must always be under escort of the Contractor while performing work on any SAWS property. Sub-Contractors must display either a company photo badge, with name, or a valid driver's license at all times while working on any SAWS property. Contractor is solely responsible for the actions of its employees, agents, sub contractors and Contractors.

Contractor **MUST** be prepared for additional security requirements at its expense if violations of SAWS Security procedures are noted. Some examples of additional requirements 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 Agreement 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 the work. In the event Contractor fails to comply with SAWS Security requirements, SAWS may, with no penalty or claim against SAWS:

- 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 are remedied.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

**Note.** If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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, 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 Part II instructions on page 3 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### **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**

#### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. 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 the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.



**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<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, and payments for services paid by a federal executive agency.

**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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), 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 the chart on page 4 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 Social Security Administration 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. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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 domestic 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, below, and items 4 and 5 on page 4 indicate 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**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 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation 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* on page 1.

\*Note. 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, social security number (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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) 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. 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 [2001/08] updated)

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; Contact person’s office phone, Fax number and email 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. 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. **ADDITIONAL INSURED (ADD’L INSURD)** column

This column is provided to indicate by a check mark or an “X” as to whether a line of insurance coverage listed on the Certificate is endorsed with the Additional Insured endorsement (except for Workers’ Compensation/Employer’s Liability).

The use of this column **alone** does not constitute compliance with SAWS Insurance Specifications.

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

**Instructions for Completing the ACORD  
Certificate of Liability Insurance  
(Form – ACORD 25 [2001/08] updated)**

*Additional Insured* – “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.”

c. **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;

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

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

**Instructions for Completing the ACORD  
Certificate of Liability Insurance  
(Form – ACORD 25 [2001/08] updated)**

- c) 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:

*“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) **GARAGE LIABILITY** - not applicable.
- 4) **EXCESS/UMBRELLA LIABILITY** **(where applicable):**
- a) SAWS prefers having an “X” in the box right in front of the word **OCCUR**;
- b) In the blank space provided underneath the **OCCUR** and **CLAIMS MADE** boxes or at another location more convenient on the Certificate, insert the name of the coverage form under which this Liability Policy is written; either:
- Umbrella form; or
  - Other than Umbrella form.
- c) Enter complete **POLICY NUMBER, POLICY EFFECTIVE DATE** (MM/DD/YYYY), and **POLICY EXPIRATION DATE** (MM/DD/YYYY).
- d) The **minimum limits\*** of liability for this line of insurance coverage shall be:
- \$ 2,000,000.00                  Occurrence Limit

**Instructions for Completing the ACORD  
Certificate of Liability Insurance  
(Form – ACORD 25 [2001/08] updated)**

2,000,000.00          General Aggregate

\*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.

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

6) **OTHER:**

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

**Instructions for Completing the ACORD  
Certificate of Liability Insurance**  
(Form – ACORD 25 [2001/08] updated)

**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
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:

**Instructions for Completing the ACORD  
Certificate of Liability Insurance  
(Form – ACORD 25 [2001/08] updated)**

*“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.

**6. 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 Waiver of Subrogation endorsements, declaring the type of policy coverage under which the Umbrella/Excess, Professional and Contractor’s Pollution Liability policies are written, 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*** – “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*** – “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.”

**7. CERTIFICATE HOLDER**



**Instructions for Completing the ACORD  
Certificate of Liability Insurance  
(Form – ACORD 25 [2001/08] updated)**

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  
c/o Ebix BPO  
PO Box 257  
Ref. # 107- (SAWS Contract/Bid/Project #)  
Portland, MI 48875-0257**

**8. CANCELLATION**

Each line of insurance coverage that is shown on this Certificate 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. 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)

PRODUCER	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
INSURED	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<input type="checkbox"/>	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Each Occurrence)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
	<input type="checkbox"/>	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
	<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
	<input type="checkbox"/>	<b>OTHER</b>					

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**Instructions for Completing the ACORD  
Certificate of Liability Insurance  
(Form – ACORD 25 [Versions: 2009/09 & 2010/05])**

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;

**Instructions for Completing the ACORD  
Certificate of Liability Insurance  
(Form – ACORD 25 [Versions: 2009/09 & 2010/05])**

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* – "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* – "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.

**Instructions for Completing the ACORD  
Certificate of Liability Insurance  
(Form – ACORD 25 [Versions: 2009/09 & 2010/05])**

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* – “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* – “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:

**Instructions for Completing the ACORD  
Certificate of Liability Insurance  
(Form – ACORD 25 [Versions: 2009/09 & 2010/05])**

*“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*** – “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*** – “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>

**Instructions for Completing the ACORD  
Certificate of Liability Insurance  
(Form – ACORD 25 [Versions: 2009/09 & 2010/05])**

\*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.

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* – "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



**Instructions for Completing the ACORD  
Certificate of Liability Insurance  
(Form – ACORD 25 [Versions: 2009/09 & 2010/05])**

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:

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:

**Instructions for Completing the ACORD  
Certificate of Liability Insurance  
(Form – ACORD 25 [Versions: 2009/09 & 2010/05])**

- 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
  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;

**Instructions for Completing the ACORD  
Certificate of Liability Insurance  
(Form – ACORD 25 [Versions: 2009/09 & 2010/05])**

- 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 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* – “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* – “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 any suspension, cancellation or non-renewal, and not less than ten (10) calendar days advance written notice for nonpayment of premium.”

## 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  
c/o Ebix BPO  
PO Box 257  
Ref. # 107- (SAWS Contract/Bid/Project #)  
Portland, MI 48875-0257**

**Instructions for Completing the ACORD**  
**Certificate of Liability Insurance**  
(Form – ACORD 25 [Versions: 2009/09 & 2010/05])

**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 any suspension, 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 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):
INSURED	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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



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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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

© 1988-2010 ACORD CORPORATION. All rights reserved.

# Special Conditions

## SC-1.0 SCOPE OF WORK

### I. GENERAL

The San Antonio Water System (SAWS) is soliciting bids for the purpose of retaining a Contractor to furnish all labor, materials, equipment and supervision to repair leaks in the water distribution system including leaks in the water mains and in water service lines on a work order contract basis. Such repairs may involve replacement of water service lines, valves, blow-off assemblies, and fire hydrants. The work may also involve concrete flatwork, erosion control, topsoil, sod, sign and fence relocations, and street resurfacing.

The work will be on the water distribution system infrastructure throughout SAWS' service area.

As this is a work order contract, SAWS does not guarantee, warrant or represent that it will utilize the amount of quantities estimated in the Bid Proposal. These quantities are estimations only.

Prior to beginning any work, the Contractor shall carefully plan in close coordination with SAWS to fully develop procedures and standards for the work that will be performed. Employee safety, workmanship standards, and maintaining the integrity of SAWS operations with minimal disruption will be the key areas to be addressed prior to beginning work.

### II. TERMS OF CONTRACT

Period of Agreement: The construction contract will remain in full force for a period of one year (365 calendar days) from the Notice to Proceed date or until funds are exhausted from the contract, whichever occurs first.

Bid Proposal: The Contractor shall include in the Bid Proposal all labor, equipment, material, tools, supplies and incidentals necessary to complete all work required by this Contract in accordance with these Special Conditions and the specifications referenced herein. It is the intent of the Proposal and the estimated quantities therein to establish a unit price for various line items to be paid to the Contractor by SAWS during the period of this contract. No change in the unit price will be made, regardless of

# Special Conditions

the actual quantity of the item of work performed during the period of the contract.

Non-Appropriation. Contractor agrees that SAWS has projected costs for this Agreement and SAWS expects to pay all obligations of this Agreement from projected revenues. All obligations of SAWS are subject to annual appropriations by its Board of Trustees. Accordingly, notwithstanding anything in this Agreement to the contrary, in the event that SAWS should fail to appropriate funds to pay any of SAWS' obligations under the terms of this Agreement, then SAWS' obligations under this Agreement shall terminate, and the Contractor's sole option and remedy shall be to terminate this Agreement by written notice to SAWS, and neither SAWS nor the Contractor shall have any further duties or obligations hereunder, except those which expressly survive.

## SC-2.0 PROJECT REQUIREMENTS

### SC-2.1 SPECIFICATIONS

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

In addition to the above referenced specifications, flowable fill is required as backfill in all excavations located in paved areas. Flowable fill shall conform to TxDOT Specification 401. The Contractor shall submit a design mix for flowable fill. The limit of flowable fill is from the top of the initial backfill above the pipe to the sub-base under the pavement.

### SC-2.2 WORK ORDERS

A work order is defined as a printed or electronic document issued by SAWS to the Contractor authorizing the accomplishment of an individual project and required tasks by the Contractor at a specific



# Special Conditions

location. It includes line items and estimated quantities of work that the Contractor will perform which will be charged against the contract. Each work order will be identified by a unique number which shall be used as a reference on all correspondence and documentation.

One work order will be issued to the Contractor for the location of each leak.

All work in the standard specifications and in these special conditions required to complete the work order will not be specifically called out in the work order but will rather be determined in the field. Line items and quantities of work that the contractor actually performs will be charged against the work order.

Only completed work orders shall be included in the monthly invoice. Work orders will not be considered complete until the work site has been cleaned up to the satisfaction of the inspector.

SAWS does not guarantee that a work order will be issued within any specific timeline. SAWS also reserves the right to limit the number of work orders issued at any time.

The volume of work orders provided to the contractor will be at SAWS sole discretion and among other things, be dependent on the completion of previous work orders. If previous work orders are not completed to the satisfaction of SAWS or work orders currently under construction are behind schedule, additional work orders may not be assigned to the contractor until all other work is completed or back on schedule.

A mandatory pre-construction meeting may be scheduled by SAWS for each work order issued. This meeting is required to review utility maps, review the permit, visit the site, discuss traffic control, plan the details of work, and agree on the schedule of completion of work. Included in this meeting shall be coordination of timely notification to appropriate governing agencies and affected property owners prior to beginning work.

SC-2.3

## PERMITS

San Antonio Water System (SAWS) is responsible for obtaining the necessary street cut or right of way permits. The Contractor shall make necessary arrangements to comply with any regulations, provisions, or requirements of any permit that may

# Special Conditions

need to be issued for work to be performed within a governing entity's right of way. The Contractor will be limited to the work limits specifically defined in the approved permit.

SAWS will pay only for the first permit for each work order that is within the right of way of the City of San Antonio or any other governing jurisdiction. If a permit extension is required, the Contractor must notify SAWS, in writing or by e-mail, a minimum of 10 calendar days prior to the expiration date of the permit. If the permit expires and needs to be renewed due to the Contractor's failure to notify SAWS as provided for herein, the Contractor will be required to reimburse SAWS for the cost of the permit. The Contractor is responsible to reimburse SAWS for all permit fines or fees that are associated with permit non-compliance.

SC-2.4

## TRAFFIC CONTROL

The Contractor shall hire a police officer when required by the City of San Antonio right of way permit, or by permit from any other governing agency. A copy of the police officer's invoice(s) indicating the number of hours worked for each completed work order shall be attached to the contractor's monthly invoice to SAWS. Payment will be made to the contractor for the police officer's services on a "per hour" basis with no markup under pay item 805.1 in the bid proposal. Payment will not be made to the contractor for hiring a police officer when not required by any governing agency.

The Contractor shall comply with standard specification 530 BARRICADES, SIGNS, AND TRAFFIC HANDLING. Payment will be made on a "per each work order" basis the under line item 530 in the bid proposal only when such work is required to satisfy the terms of the City Right of Way Permit.

SC-2.5

## PERFORMANCE TIME

The Contractor shall commence work on each work order issued by SAWS within 48 hours after notice of written work order has been issued. Within this 48 hour period prior to commencement of work, the Contractor shall obtain utility clearances.

The Contractor shall repair the leak on the same day that work has commenced, including the replacement of a service line, valve or fire hydrant if necessary. Each work order shall be completed within five (5) calendar days from the commencement of work including surface restoration and cleanup. Completion of the work

# Special Conditions

order shall include all associated work required by the work order in accordance with this contract to the satisfaction of the SAWS inspector.

The contractor is required to provide sufficient equipment and enough crews to accomplish eight (8) leak repairs per day.

Work orders issued during the period of this contract that have not been completed prior to the expiration of the contract shall remain in effect until they are completed and liquidated damages may accrue.

SC-2.6

## SCHEDULING

Scheduling for each individual work order will be determined by the Contractor unless otherwise scheduled by SAWS. Scheduling of each work order will be discussed between SAWS and the Contractor for concurrence prior to commencement of work. The Contractor shall schedule work to accommodate requirements of the City of San Antonio Right of Way department or other governing jurisdiction, particularly as it regards the work days and working hours near schools, churches, during special events, and any other requirement imposed by the permit.

Compensation for planning the scheduling of work is considered subsidiary to the work orders. Additional compensation will not be allowed.

SC-2.7

## DAILY NOTIFICATIONS

The Contractor shall notify the SAWS inspector as a minimum via e-mail or fax by 7:00 A.M., each work day of the work locations for that day. The Contractor shall also provide notification(s) as may be required by the governing right-of-way permit. Night and weekend work will be allowed as required only if agreed and approved by SAWS and the governing right-of-way jurisdiction. The Contractor shall provide at least 72 hours advanced notice of any scheduled work outside of normal working hours.

Compensation for daily notifications is considered subsidiary to the work orders. Additional compensation will not be allowed.

SC-2.8

## FENCE RELOCATION

# Special Conditions

Relocate fences as minimally necessary, except for masonry fences. All fence material, including wooden fence material, up to six feet in height are included in pay item 508.

SC-2.9

## WATER MAIN LEAK REPAIRS

The minimum length of pipe replacement to repair a main leak is one joint of standard length pipe. The length of the joint of pipe depends upon the type of replacement pipe material used. The method of repairing a main leak by replacing defective pipe will be paid on a “per joint” basis in accordance with Items 1020.1 through 1020.4 of the proposal.

A clamp shall be used to repair the main if it is determined by SAWS to be the appropriate method of repair instead of pipe replacement. The method of repairing a main leak by installing a clamp will be paid on a “per each” basis in accordance with Item 1020.5 of the proposal, for sizes of mains 6” through 12”, regardless of the size.

Water Main Leak Repairs pay items include all necessities and related work specified herein to repair the main; except for cutting, removing, and replacing concrete and pavement; trench protection; installing backfill using flowable fill when required; and surface restoration; which will be paid separately under the appropriate pay item(s).

For the purposes of this contract, water service for firelines is considered a “main” and the appropriate pay items apply. Any unique requirements found in SAWS Standard Specification No. 813 apply to the repair of water service for firelines.

When the situation occurs that one or more service lines exist within the length of the point repair on a main, necessarily requiring reconnection of the service(s) to the main, such reconnection will be paid on a “per each service line” basis under the applicable pay item in the bid proposal. Reconnection includes the replacement of the service corporation stop.

SC-2.10

## SERVICE LINE LEAK REPAIRS

Service Line Leak Repairs pay item 1015 includes all necessities and related work specified herein to repair the service line leak including excavation, hauling of material, dewatering, shut-down and isolation of the existing main if required, installation of the necessary repair clamps, fittings, backfilling the excavation with

# Special Conditions

approved materials; and customer notification of service interruption when required. Payment does not include cutting, removing, and replacing concrete and pavement; trench protection; installing backfill using flowable fill when required; or for surface restoration; which will be paid separately under the appropriate pay item(s).

When a service line leak occurs at the corporation stop or curb stop, the corporation stop or curb stop shall be replaced, and the cost of such replacement and reconnection shall be incidental to the repair with no additional payment.

## SC-2.11 RELAYING SERVICE LINES

Connection of service lines to the main and to the meter is incidental to relaying service lines. No additional compensation will be allowed.

## SC-2.12 REPLACING GATE VALVES

In conjunction with main leak repairs, replacement of existing 6 inch, 8 inch, 10 inch, and 12 inch gate valves may be required upon direction from SAWS.

Pay item 828 applies to replacing gate valves, except when a 6 inch gate valve is replaced in conjunction with replacing a fire hydrant.

## SC-2.13 REPLACING BLOW-OFF ASSEMBLIES

Replacement of blow-off assemblies shall include removal and disposal of existing piping, valve, box and support from the point of the 2" connection at the eccentrically tapped cap to the end of the blow-off discharge pipe. Installation of the new replacement blow-off assembly shall be accomplished in accordance with drawing DD-844-02 sheets 1 through 5 except:

- a. 2" copper tubing shall be installed instead of G.I. pipe.
- b. 2" male compression fittings shall be installed instead of G.I. nipples. These male x Compression fittings will be used to connect the copper tubing to the eccentric reducer and ball valve.
- c. 2" brass nipples shall be installed instead of G.I. nipples.
- d. 2" brass couplings shall be installed instead of G.I. couplings.

Pay item 844 includes all necessities and related work specified herein to replace the blow-off assembly; except for cutting,

# Special Conditions

removing, and replacing concrete and pavement; trench protection; installing backfill using flowable fill when required; and surface restoration; which will be paid separately under the appropriate pay item(s).

Payment will be made on a per each assembly basis, regardless of the size of the main.

SC-2.14

## REPLACING FIRE HYDRANTS

When an existing fire hydrant leaks, SAWS usually replaces the fire hydrant.

Pay item 834.1 applies to replacing only the fire hydrant down to and including the concrete encased boot.

Pay item 834.2 applies to replacing the fire hydrant down to and including the concrete encased boot, and replacing the 6 inch valve and box.

If only the 6 inch fire hydrant valve is replaced due to a leak and not the fire hydrant, then pay items 828.1 and 1020.1 apply.

Pay items 834.1 and 834.2 include all necessities and related work specified herein to replace the fire hydrant; except for cutting, removing, and replacing concrete and pavement; trench protection; installing backfill using flowable fill when required; and surface restoration; which will be paid separately under the appropriate pay item(s).

SC-2.15

## FLUSHING AND DISINFECTION

After completing each leak repair, flushing shall be accomplished in accordance with SAWS Standard Specification No. 841, to the satisfaction of the SAWS inspector. Contractor shall flush to a manhole when available.

When cutting open a main four (4) inches in diameter and larger, the main shall be disinfected with dry HTH and flushed in accordance with SAWS Standard Specification No. 847, to the satisfaction of the SAWS inspector.

Compensation for flushing and disinfection is considered subsidiary to the work orders. Additional compensation will not be allowed.

# Special Conditions

SC-2.16

## CLEANUP

All surplus excavated materials shall be removed from the job site and properly wasted at the end of each day. Removal and wasting of excavated materials is incidental to the work order. No additional compensation will be allowed.

The Contractor shall maintain at all times, during the course of work, a neat and orderly area of construction operations. The work order will not be considered complete until loose aggregate and other construction materials have been cleaned up to the satisfaction of the SAWS inspector.

The Contractor shall be responsible for restoring to its original condition or better, as determined by the SAWS inspector, any damages done to existing curbs, streets, driveways, sidewalks, sprinkler systems, fences, landscaping etc. These costs will be at the Contractor's expense.

SC-2.17

## PAYMENT

Except where bid items are specifically provided in the Proposal, payment to the Contractor to accommodate the requirements specified herein shall be included in the unit price costs for the items bid and shall be considered to be subsidiary to the various items of work under this contract. It is emphasized that mobilization is incidental to all work performed. There is no separate pay item for mobilization.

SC-3.0

## GENERAL CONDITIONS:

### Article IV- CONTRACT ADMINISTRATION

Page GC 13: Section 4.4 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.

# Special Conditions

- 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.

Page GC 27: Section 5.7.1.1.8 – Builder's Risk line of coverage is hereby waived.

Page GC 44: Section 7.2 – The following is added to the end of paragraph one (1) of this section: “On work order contracts, upon approval of the bonding agency, SAWS will waive the requirements of withholding retainage as the work progresses. Should SAWS not receive approval through the bonding agency, requirements stated on the original section 7.2 of the General Conditions shall remain in force.”

Page GC 47: Replace paragraph 8.6 with the following:

“8.6 Liquidated Damages for Failure to Complete on Time -- the Contactor agrees that time is of the essence on this Contract and that for each day of delay beyond the number of days herein agreed upon for the completion of the work order, after due allowance for extension of time as provided for under the preceding paragraph 8.4, the Owner may withhold permanently from the Contractor's retainage, not as a penalty but as liquidated damages, \$500.00 per day per work order.”

Page GC 48: Replace paragraph 9.3 with the following:

“9.3 Correction Period/Warranty – During a period of 24 months from and after the date of the final acceptance by the Owner of each work order, 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. If within 3 days after the receipt of a notice in writing to the Contractor or his agent, the Contractor shall neglect to make or to undertake with due diligence the aforesaid repairs, the Owner is hereby authorized to make such repairs at the Contractor's expense. 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.”



# **San Antonio Water System Standard Specifications for Construction**

## **ITEM NO. 3000 SPECIFICATIONS FOR HANDLING ASBESTOS CEMENT PIPE**

### **INTRODUCTION**

This item shall govern the uncovering, dislodging, handling, removing, transporting, and disposing of asbestos cement (AC) pipe and other asbestos containing materials (ACM). AC pipe is also known as transite pipe. AC pipe typically contains from 15% to 20% chrysotile and crocidolite asbestos and is considered to be an asbestos-containing material. The disturbance and/or removal of this material is governed by the National Emissions Standards for Hazardous Air Pollutants (NESHAP) 40 Code of Federal Regulations (CFR) 61; by the Occupational Safety and Health Administration (OSHA) 29 CFR 1926.1101; the State of Texas Occupation Code, Chapter 1954 and Health and Safety Code Chapters 361 and 363; and the Texas Administrative Code (TAC), 25 TAC Chapter 295 and 30 TAC Chapter 330.3 and 330.171. The material is classified by definition under 40 CFR 61, Subpart M, Section 61.141 as Category II, non-friable ACM, unless, when dry, it can be crumbled, pulverized, or reduced to powder by hand pressure. At that time, it becomes classified as regulated ACM (RACM) and subject to regulation under Subpart M. It is the intent of this specification to define procedures that maintain the AC pipe in an intact state. Contractors shall not use procedures that subject the AC pipe to forces that will crumble, pulverize, or reduce to powder the AC pipe. By using procedures that have a low to no probability of fiber release, the pipe retains its classification as Category II, non-friable ACM. These procedures will protect workers from the health risk associated with airborne asbestos.

References to the City of San Antonio (COSA) pertain only to those joint bid projects, where joint jurisdiction occurs due to the contract's binding agreement. Definitions used and incorporated as part of this specification are located in Appendix One. Applicable standards and guidelines used and incorporated as part of this specification are located in Appendix Two.

### **3000.1 DESCRIPTION**

This item shall consist of the uncovering, dislodging, handling, removing, transporting, and disposing of AC pipe, joints, wrappings and other ACM. To comply with NESHAP and OSHA requirements, this project will require workers trained in using wet technique procedures to dislodge and remove AC pipe, AC pipe joints, valves (any type) containing ACM, and any surrounding soils that may contain ACM. The Contractor shall develop an Asbestos Removal Work Plan, herein referred to as "the Plan", (see Appendix Three, Example Procedures) that provides specific and detailed procedures they and/or any of their subcontractors will follow to maintain the AC pipe in an intact state. The Plan shall specify the wet techniques to be followed when the pipe collars are dislodged. The Plan shall include procedures/actions to be followed if the intact AC pipe becomes broken and the possibility exists of asbestos fibers becoming airborne. By regulatory definition, if and when the pipe and/or collar are broken, they become a regulated ACM (RACM) and subject to NESHAP. The Plan shall state or reference procedures in the contractor's Safety and health program document that they will follow to comply with the federal OSHA asbestos standard. Finally, the Plan shall contain provisions for the

## **San Antonio Water System Standard Specifications for Construction**

environmentally compliant disposal of the intact AC pipe and any RACM created during the removal process. The Plan shall be provided to the San Antonio Water System (SAWS) at the pre-construction (pre-con) meeting for its review and approval prior to initiating uncovering operations to verify the contractor has met the contractual requirements. No handling and disposing of SAWS AC pipe will begin without approval from SAWS. Any ACM encountered that is not SAWS pipe and not previously identified by SAWS or shown on SAWS plans will be not be authorized for disposal payment. Preparation and submission of the Plan shall be considered subsidiary to the work required and no direct payment will be made.

If the project is joint bid with COSA, the Plan shall also be submitted to COSA Environmental representatives for their review and approval, as required. The Contractor shall comply with the COSA and any other agencies requirements. Any uncovering, dislodging, handling, or disposing of AC pipe and associated written handling and removal plans, such as an abatement plan, required by another agency will be paid for by that agency using their specification/bid item number. Again, no handling and disposing of SAWS AC pipe will begin without approval from SAWS.

To meet and/or exceed NESHAP and OSHA guidelines, the contractor may subcontract the AC pipe handling plan and work to an Environmental Protection Agency (EPA) accredited and Texas Department of State Health Services (DSHS) licensed asbestos abatement contractor, DSHS licensed asbestos consultant, and DSHS air monitoring technician.

NESHAP guidelines apply to facility projects in which the combined amount of regulated asbestos containing material (RACM) is at least 260 linear feet (LF) or 35 cubic feet or 160 square feet. This means that if the combined amount of RACM is at least 260 linear feet of the AC pipe, including AC collars, and it is expected to become or becomes crumbled, pulverized, or reduced to powder, then the project is subject to the NESHAP provisions of reporting and asbestos emission control paragraphs in 40 CFR Section 61.145. If the DSHS RACM limit of 260 LF is exceeded, the contractor is responsible for any DSHS administrative fees and fines. The contractor shall be responsible for submitting the DSHS notification with copies to SAWS and COSA Environmental Division for joint bid projects.

If the scope of the project may involve the threshold amount (260 linear feet or greater), a Demolition/Renovation Notification Form will be sent to DSHS by the Contractor. This form shall be post-marked no later than 10 working days prior to the start of any asbestos handling work.

All projects involving AC pipe require that NESHAP and OSHA standards are met and/or exceeded. The contractor shall perform all work in a manner that meets or exceeds those standards. The contractor shall have and follow a written Plan that describes their detailed handling and disposal procedures of the AC pipe. The contractor shall submit copies of the Plan to SAWS for review and approval and for joint bids, COSA Environmental representatives, as required. OSHA requires that during any ACM disturbance, regardless of amount, the asbestos worker(s) shall be protected from potential airborne asbestos exposure in excess of the permissible exposure limit or excursion limit as stipulated in 29 CFR 1926.1101.

## **San Antonio Water System Standard Specifications for Construction**

### **MEASUREMENT**

#### **3000.2 SUBMITTALS AND NOTICES**

- A. At the Pre-construction Conference/Meeting the following shall be submitted for review and approval to SAWS, and when applicable COSA Environmental representatives, as required:
1. The Plan in accordance with: NESHAP, OSHA, this Special Specifications, Item Number 3000, and State requirements. The number of copies submitted of the Plan is the same as the number of copies required under other bid submittal requirements with one copy being submitted electronically. The work plan shall provide detailed procedures for retaining the AC pipe's Category II, non-friable NESHAP classification. The contractor shall incorporate working with ACM and complying with mandated OSHA requirements for Class II, asbestos work in their project specific Safety and Health Plan. The guidance provided in these special specifications is not intended and does not constitute an asbestos abatement project design as described under 25 TAC, Chapter 295.
  2. Submit proof satisfactory to SAWS, and as applicable, COSA Environmental representatives, that required permits, site location, and arrangements for transport and disposal of asbestos containing waste material (ACWM) have been made that meet Texas environmental statutes and regulations. Include the name of the transporter, their Texas asbestos transporter license number, and the name of the approved landfill where the AC pipe and ACM waste will be buried.
- B. During Asbestos Handling and Disposal Activities: Submit copies to SAWS and if applicable, COSA Environmental representatives of all transport manifests, trip tickets, and disposal receipts for all ACWM removed from the work area during the project. The Contractor will sign manifests as the SAWS's representative (generator) for the AC pipe and provide copies to the SAWS Construction Inspection Department for final payment.

#### **3000.3 CONSTRUCTION REQUIREMENTS**

- A. The Work includes all work specified herein, to include mobilization and demobilization, labor, materials, overhead, profit, taxes, transportation, disposal fees, administrative fees, and incidental cost. Estimating areas, quantities, and weight are the sole responsibility of the Contractor.
- B. The Contractor shall remove and double bag with 6-mil polyethylene sheeting to yield a total of at least 12-mil, the asbestos pipe in the trench or immediately when it comes out of the trench, seal, label, transport, and dispose of all Category II non-friable ACM and RACM in compliance with applicable current Federal, State and local regulations, laws, ordinances, rules, standards and regulatory agency recommended requirements.
- C. The Contractor shall notify SAWS and, if applicable COSA representatives, at least 72 hours prior to beginning uncovering, dislodging, handling, and removing the AC pipe. AC pipe uncovering, dislodging, handling, and/or removing shall be conducted during regular business hours, 8 a.m. to 5 p.m., Monday-Friday. No uncovering, dislodging, handling, and or removing of AC pipe outside of the normal business

## **San Antonio Water System Standard Specifications for Construction**

hours or during the weekend is allowed unless special circumstances require the contractor to do so and the work has been approved in writing at least 72 hours before the commencement of the work.

- D. Time is of the essence in removing the ACM from the project area. All work must be completed within the time period specified in the contract. SAWS, and if applicable COSA representative will be responsible for coordinating this work in high-density areas, such as schools, church facilities, and residential areas.
- E. All notifications required to state regulatory agencies will be made by the Contractor with copies provided to SAWS and as applicable, COSA representatives, including but not limited to the DSHS Demolition/Renovation Notification Form. If 260 linear feet or greater of RACM pipe will become crumbled, pulverized, or reduced to powder, the project is subject to NESHAP regulations and a Demolition/Renovation Notification Form will be sent to DSHS by the Contractor. This form will need to be post-marked no later than 10 working days prior to the start of any asbestos disturbance.
- F. The Contractor shall have an on-site supervisor, who is an OSHA Competent Person, present on the job site at all times that the AC pipe work is in progress. This supervisor shall be thoroughly familiar with and experienced at asbestos pipe handling using wet techniques and shall be familiar with and shall enforce the use of all safety procedures and equipment. He/she shall be knowledgeable of all applicable EPA, OSHA, and DSHS asbestos requirements and guidelines.
- G. The Contractor has: sole and primary responsibility for the “means and/or methods” of the work; an obligation to SAWS to inspect all stages of the work; and sole responsibility to supervise the performance of the work. Certain work practices for AC pipe disturbance are prohibited as per Section 3000.5.C.
- H. The Contractor shall be responsible for site safety and for taking all necessary precautions to protect the Contractor’s, SAWS, and COSA personnel and the public from airborne asbestos exposure and/or injury. The Contractor shall be responsible for maintaining the integrity of the work area.
- I. The Contractor shall confine operations at the site to the area requiring interface with the AC pipe and the general site area in close proximity to the project. The Contractor will not unreasonably encumber the site with materials or equipment. If ACWMs are required to be stored overnight in a secured area, the waste material and waste containers shall be labeled according to OSHA and EPA, and the State of Texas requirements, & containerized to preclude unauthorized disturbance of the ACWMs.
- J. The Contractor shall be responsible for obtaining and coordinating waste disposal and transport of ACWM to a Texas Commission on Environmental Quality (TCEQ) permitted asbestos waste landfill. Waste manifests shall be generated for the transport of the AC pipe and ACWMs from the project site to the landfill disposal site. The Contractor will sign the manifests as the SAWS’s representative (generator) for the AC pipe and provide copies to the SAWS Construction Inspection Department for final payment.

### **3000.4 SITE SECURITY**

## **San Antonio Water System Standard Specifications for Construction**

The Contractor shall demarcate the area of AC pipe interface (“regulated area”) with barrier tape and warning signs, per OSHA regulation 29 CFR 1926.1101. Access to the regulated area will be limited to authorized personnel and visitors. The contractor shall identify in their site specific safety and health plan how they intend to limit access and who is authorized to be in the demarcated area.

### **3000.5 AC PIPE HANDLING**

- A. General: Any project involving AC pipe, the Contractor shall comply with OSHA standards and shall develop a Safety and Health Plan that complies with SAWS Specification 902, Construction Safety and Health Program requirements.
- B. The Contractor shall uncover, dislodge, handle, remove, transport, and dispose of all AC pipe specified in the SAWS bid documents/plans for this project using wet technique procedures. All work involving AC pipe and other ACM products must be addressed in the Plan. The Contractor shall take precautions to prevent damage to adjacent structures and material/finished material not required for AC pipe handling.
- C. Prohibited Work Practices and Engineering Controls: Contractors shall not use procedures that subject the AC pipe to forces that will crumble, pulverize, or reduce to powder the AC pipe. The following work practices and engineering controls shall **not** be used for work related to AC pipe or for work which disturbs ACM, regardless of asbestos exposure or the results of Initial Exposure Assessments:
1. High-speed abrasive disc saws and sanders not equipped with point of cut ventilator or enclosures with HEPA filtered exhaust air.
  2. Carbide-tipped cutting blades.
  3. Electrical drills, chisels, and rasps used to make field connections in AC pipe.
  4. Shell cutters used to cut entry holes in AC pipe.
  5. A hammer and chisel without using wet techniques to remove pipe connections.
  6. Compressed air used to remove asbestos or material containing asbestos.
  7. Dry sweeping, dry shoveling, or other dry clean-up of dust and ACM debris.
  8. Employee rotation as a means of reducing employee exposure to asbestos.
- D. General Removal Work Practices: See Appendix Three for an example of the detailed general work practices a contractor could use in preparing an Asbestos Removal Work Plan. If the contractor uses the example, they must expand upon the provisions in the appendix to describe its specific procedures. The appendix is provided for illustrative purposes only. If the contractor employs this example, SAWS requires greater site specific detail to be included in the Plan submitted for approval.
- E. Disposal bags for RACM shall be 6-mil polyethylene and labeled as required by EPA regulation 40 CFR 61.150 (a)(1)(iv) or OSHA requirement 29 CFR 1926.1101(k)(8).
- F. Stick-on labels identifying the generator’s name (SAWS) and address and the project site location shall be applied to any asbestos waste disposal bag that contains RACM, as per EPA or OSHA and Department of Transportation requirements.
- G. Abandonment of AC water mains/pipes:

## **San Antonio Water System Standard Specifications for Construction**

1. The Contractor is responsible for isolating the existing mains to remain in place by capping, plugging and blocking as necessary. The opening of an abandoned AC water main and all other openings or holes shall be blocked off by manually forcing cement grout or concrete into & around the openings in sufficient quantity to provide a permanent watertight seal. Abandonment of AC water mains will be considered subsidiary to the work required, & no direct payment will be made.
2. Abandonment of Valves that contain ACM: Valves to be abandoned in the execution of the work shall have the valve box and extension packed with sand to within eight inches (8") of the street surface. The remaining eight inches (8") shall be filled with 3,000 psi concrete or an equivalent sand-cement mix and finished flush with the adjacent pavement or ground surface. The valves covers shall be salvaged & returned to SAWS. The abandonment of valves containing ACM will be considered subsidiary to the work required, & no direct payment will be made.
3. Verification of Removal & Clean-up Procedures: The Contractor's on-site Competent Person shall inspect the work area, verify, and certify that no residual AC pipe fragments and debris remain.

H. Disposal Procedures: Submit copies to SAWS Environmental Division and, if applicable COSA Environmental representatives, of all transport manifests, trip tickets, and disposal receipts for all asbestos waste materials removed from the work area during the project. The Contractor will sign manifests as the SAWS representative (generator) for the AC pipe and provide copies to SAWS Construction Inspections for final payment.

### **3000.6 Payment**

The work performed as prescribed by these items shall be paid at the line item price bid, per each work order, for "Removal, Transportation, and Disposal," which price shall be full compensation for the work herein specified including the furnishing of all materials, equipment, tools and for the material disposal, submittals, and labor necessary to complete the work. One Asbestos Removal Work Plan (see Appendix Three) for the entire contract to generally cover all work orders shall be submitted to SAWS for review and approval. No payment will be made for the Plan. If a site specific asbestos removal work plan is additionally required at the discretion of SAWS, it will be incidental to the removal, transportation, and disposal of AC pipe, and no separate payment will be made.

### **3000.7 Bid Item - Removal, Transportation, and Disposal**

Removal, Transportation, and Disposal – Per each work order.

### **STANDARD PLAN NOTE:**

**Asbestos Cement (AC) pipe**, also known as transite pipe, contains asbestos-containing material (ACM) and is located within the project limits. Special waste management procedures and health and safety requirements are applicable when handling, removing, and disposing of this pipe. Payment for such work is to be made under Special Specification Item No 3000, "Special Specification for Handling Asbestos Cement Pipe".

## **Appendix One**

### **DEFINITIONS**

As used anywhere in Item No. 3000, Specifications for Handling Asbestos-Cement Pipe, including all appendices, the following shall be defined to mean:

- A. Amended Water – Water to which a surfactant (wetting agent) has been added to increase the ability of the liquid to penetrate ACM.
- B. Approval – Means the SAWS contract requirements have been met but does not mean that the SAWS stipulates any written documents adequately comply with federal and state occupational safety and health regulatory requirements.
- C. Asbestos – A group of naturally occurring silicate minerals and includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that has been chemically treated and/or altered.
- D. Asbestos Containing Material (ACM) – Material or products that contain more than 1.0% of any kind of asbestos.
- E. Asbestos Containing Waste Material (ACWM) – Asbestos containing material or asbestos contaminated objects requiring disposal.
- F. Authorized Personnel – Any person authorized by the Contractor and required by work duties to be present in the regulated area.
- G. Authorized Visitor – SAWS representatives, and any representative of a regulatory or other agency having jurisdiction over the project.
- H. Asbestos Consultant – A person licensed by the Texas Department of State Health Services to perform the following asbestos abatement related functions in public buildings:
  - (1) Project design; (2) Asbestos surveys and condition assessment of ACM; (3) Asbestos Management Planning; (4) The collection of bulk material samples, airborne substance samples and the planning of sampling strategies; (5) Owner-representative services for asbestos abatement projects or O&M programs, including air monitoring and project management; (6) Consultation regarding regulatory compliance and all aspects of technical specifications and contract documents; and (7) The selection, fit testing, and appropriate use of personal protection equipment & the development of asbestos related engineering controls.
- I. Abatement Contractor – The company, agency, or entity licensed by the Texas Department of State Health Services that has been retained to perform asbestos abatement and other associated functions.
- J. Class II Asbestos Work (OSHA Standard) – Activities involving the removal of ACM, which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

## **San Antonio Water System Standard Specifications for Construction**

- K. Competent Person – An individual who is capable of identifying existing asbestos hazards in the workplace, can select the appropriate control strategy for asbestos exposure, and who has the authority to take prompt corrective measures to eliminate them.
- L. Friable Asbestos – Asbestos containing material, that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure and includes previously non-friable material that has become damaged to the extent that, when dry, it may be crumbled, pulverized, or reduced to powder by hand pressure.
- M. NESHAP – The National Emission Standards for Hazardous Air Pollutants (40 CFR Part 61).
- N. OSHA – The Occupational Safety and Health Administration.
- O. Regulated Area – An area established by the Contractor or employer to demarcate areas where asbestos work is conducted and any adjoining area where debris and waste from such asbestos work accumulate; and an area within which airborne concentrations of asbestos exceed or there is a reasonable possibility they may exceed the permissible exposure limit.
- P. Regulated Asbestos Containing Material (RACM) – (1) Friable asbestos material; (2) Category I non-friable ACM that has become friable; (3) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading; or, (4) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by forces expected to act on the material in the course of the demolition or renovation operations regulated by 40 CFR Part 61, Subpart M.
- Q. Staging area – A pre-selected area where wrapped or containerized asbestos containing waste material will be placed prior to removal from the project site.
- R. Surfactant – A chemical wetting agent added to water to improve penetration.
- S. Uncovering operations – The use of mechanical, pneumatic, and/or manual procedures that disturb the material and/or soil above and/or around the AC pipe that would expose personnel to the AC pipe.



## **Appendix Two**

### **APPLICABLE STANDARDS AND GUIDELINES**

All work under these specifications shall be done in strict accordance with all applicable Federal, State, and local regulations, standards, and codes governing asbestos disturbance, handling, removal and disposal. Work activities shall also comply with SAWS and City of San Antonio Specifications related to safety and health.

The most recent edition of any relevant regulation, standard, or code shall be in effect. Where there is a conflict between the regulations, standards, codes, and/or these specifications, the most stringent requirements shall apply.

As a minimum, the Contractor shall comply with the applicable portions of the following:

- A. Occupational Safety and Health Administration (OSHA) including but not limited to:
  - 1. Title 29 Code of Federal Regulations (CFR) Section 1926 – Safety and Health Regulations for Construction
  - 2. Title 29 CFR Section 1926.1101 – Safety and Health Regulations for Construction - Asbestos.
  - 3. Title 29 CFR Section 1910.134 – Occupational Health and Safety Standards - Respiratory Protection.
  - 4. Title 29 CFR Section 1910.1020 – Occupational Health and Safety Standards - Access to Employee Exposure and Medical Records.
  - 5. Title 29 CFR Section 1910.1200 – Occupational Health and Safety Standards - Hazard Communication.
- B. Environmental Protection Agency (EPA) including but not limited to:

Title 40 Code of Federal Regulations Part 61 Subpart M – National Emission Standard for Asbestos.
- C. Texas Statutes, including but not limited to:
  - 1. Occupation Code, Chapter 1954, Asbestos Health Protection
  - 2. Health and Safety Code Chapters 361 and 363, Solid Waste
- D. Texas Administrative Code including but not limited to:
  - 1. Department of State Health Services, Title 25, Chapter 295, Subchapter C – Texas Asbestos Health Protection.
  - 2. Texas Administrative Code, Title 30, Chapter 330 Municipal Solid Waste.
- E. Department of Transportation – Hazardous Materials Regulations 49 CFR, Parts 170 – 180.
- F. SAWS Specification 902 Safety and Health Program

## **Appendix Three**

### **Example of Procedures for Handling SAWS AC Pipe**

The following is an example of procedures for handling SAWS AC pipe. A contractor could use them as a basis for preparing an Asbestos Removal Work Plan. The contractor must expand upon the provisions of this appendix to describe its specific procedures. This appendix is provided for illustrative purposes only. The contractor is required to develop a site specific Asbestos Removal Work Plan that complies with the provisions of this specification. If the contractor employs this example, SAWS will require greater site specific detail to be included in the plan submitted for approval.

**Scope of Work:** Describe the work and be specific as to the intended involvement with the existing AC pipe. For example: abandoning/removing X feet of AC pipe; tying into a section of an existing waterline and replacing one section (X feet) of pipe to make the connection; or connecting into an existing section of AC pipe by tapping into the AC pipe.

#### **1. Excavation to pipe**

- Excavate to within X inches/feet of the section of AC pipe to be replaced/removed. Depending upon the depth of the excavation, shoring may be needed following company procedures (provide or reference those procedures).
- Once the pipe is located, excavate (by machine or hand) on one/both sides of the pipe to expose the collars and pipe. Dig the earth from around the collars by hand to create a clearance space completely around the collar. **DO NOT SCRAPE OR ABRASE THE PIPE WITH THE EXCAVATION DEVICE(S).**
- Set up pumps to evacuate any residual water when the AC pipe is dislodged.

#### **2. Wet method use**

- Make the amended water solution by mixing 1 ounce of a liquid detergent (Dawn, Joy, other) with 2 to 3 gallons of water in a 2 to 3 gallon mist sprayer. Other size sprayers may be used.
- Wet each portion of the pipe, normally just the collar, to be removed with the amended water (water/soap) solution.
- Use the mist sprayer to produce a “mist” application and continuously wet the collars throughout the wrapping, cracking, and removal process. A worker shall be assigned to and is responsible for this procedure during the entire dislodging process.

#### **3. Only cracking AC pipe collars is approved**

- Wrap wet towels/burlap/other defined absorbent material around the collar. Wrap the collar with at least two layers of 6-mil polyethylene sheeting to provide a total of at least 12-mil. It is recommended that additional poly be used on the collars to minimize possible tearing of the plastic.

## **San Antonio Water System Standard Specifications for Construction**

- Place another layer of wet towels/burlap/ other defined absorbent material on the wrapped collar.
- Use the flat head end of a sledgehammer to crack the collar while continuously “misting” the collar. Strike the collar on the side of the section of pipe to be removed to prevent the remaining section of pipe from being broken.
- Put all of the pieces of collar into a 6-mil polyethylene waste bag. Look for small pieces that may have been generated during the cracking process, wet them, and place them in the waste bag.

**NOTE:** When the collars are cracked and removed from a shutdown waterline, residual water may drain from the dislodged AC pipe. Follow company safety procedures to control the water (provide or reference those procedures).

### **4. Double bag all AC waste materials**

- All visible AC pipe materials including collars, towels, rubber gloves, gaskets, and other items suspected of containing asbestos shall be double bagged using two (2) 6-mil AC waste bags. The inner bag contents shall be mist sprayed with amended water or mixed with water from the trench prior to closing to maintain the contents wet. Close the bag when it is half full by twisting the top of the bag and sealing with moisture resistant tape.
- If the asbestos waste bag is small enough, it may be placed inside the section of intact pipe before the pipe is wrapped in at least two layers of 6-mil poly. If placing the waste bag inside the pipe, do not force it causing it to tear.

### **5. Removal of pipe and waste bag from trench**

- All sections of “intact” pipe shall be wrapped in a minimum of two (2) layers of 6-mil poly sheets (12-mil total) while in the trench and lifted out of the trench using only nylon slings. If the trench contains water, the pipe shall be lifted out of the trench using only nylon slings and placed on a minimum of two (2) layers of 6-mil poly sheets (12-mil total) on the ground next to the trench.
- Wrap each pipe segment in at least 12-mil of poly and secure with tape.
- Lift the ACM waste bag(s) from the trench and move it/them to a secure location to prevent accidental contact with the bag(s) that would cause it/them to tear.

**NOTE:** Any valves, bends, tees, fittings, or other items that have AC pipe connected shall be wrapped whole as required with the same minimum total of 12-mil of poly material.

### **6. AC Pipe and Waste Storage/Transfer**

- Wrapped AC pipe and ACM waste bags shall be stored in a secure area away from traffic that could damage the wrapped pipe and/or waste bags while awaiting transport to the permitted landfill.
- If daily transport to a permitted landfill cannot be provided, a roll-off type dumpster/disposal container may be used to hold only the wrapped AC pipe and bagged RACM waste to prevent damage to the wrapping.

## **San Antonio Water System Standard Specifications for Construction**

- DO NOT TOSS THE PIPE OR WASTE BAGS INTO THE ROLL-OFF OR DISPOSAL CONTAINER.
  - DO NOT MIX SPOILS WITH THE AC WRAPPED PIPE AND AC WASTE.
- All wrapped or bagged materials shall be moved to the AC pipe/waste fenced holding area for storage. If a roll-off or other type disposal container is used, place the wrapped pipe and waste bags in the roll-off/container using methods that do not cause the wrapping/bagging to be torn.
  - Any bagged or wrapped materials that are torn in handling shall be mended and taped. If the tear is too extensive for a simple tape repair, wrap/bag with an additional equivalent of 12-mil minimum thickness of poly wrap/bagging.

### **7. AC Pipe and Waste Disposal**

The wrapped AC pipe and ACM bagged waste shall be transported to an approved AC waste landfill with the manifests being generated at the time of transfer. Include the name of the transporter, their Texas asbestos transporter license number, and the name of the permitted landfill where the AC pipe and ACM waste will be buried.