



**SAN ANTONIO WATER SYSTEM
SMALL DIAMETER REHABILITATION PROGRAM -PROJECT 1
JOB # 13-4806
Solicitation No. B-13-CD-052-MF
ADDENDUM NO. 1**

September 17, 2013

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

1.0 PROJECT CLARIFICATIONS:

- New project Solicitation number is: **B-13-CD-052-MF**

2.0 MODIFICATIONS TO INVITATION TO BIDDERS:

- Pre-bid meeting will no longer be mandatory and location has changed. Remove and replace the Invitation to Bidders in its entirety with the attached.

3.0 MODIFICATION TO CONTRACTOR CHECKLIST:

- TWDB Form SRF-404 - Certification Regarding Disbarment, Suspension and other Responsibility Matters does not have to be submitted, remove from specification book. Remove and replace the Contractor Checklist in its entirety with the attached.

4.0 MODIFICATION TO BID PROPOSAL:

- Solicitation number changed and deleted four bid items not needed. Remove and replace the Bid Proposal in its entirety with the attached.

5.0 ADDITION OF PAGES TO SPECIFICATION BOOK:

- Specification book - Added pages AI-6, AI-8 and AI-9 that were missing, see attached.



9-17-13

ACKNOWLEDGEMENT BY BIDDER

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

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

Date

Signature

END OF ADDENDUM NO. 1 – (1 page)

INVITATION TO BIDDERS

Solicitation No. B-13-CD-052-MF

Sealed bids are requested by the San Antonio Water System for the rehabilitation by pipebursting of approximately 10,227 linear feet of 8-inch sewer pipe, 2,495 linear feet of 10-inch sewer pipe, 342 linear feet of 12-inch sewer pipe, 152 linear feet of 15-inch sewer pipe, 888 linear feet of 18-inch sewer pipe for the **Small Diameter Rehabilitation Program Project 1, SAWS Job No. 13-4806**.

To view additional project information, as well as obtain the plans and specifications for this project, visit our website located at **www.saws.org** and click on the Business Center. Then select Bidder, Consultant, and Vendor Registration, which is located on the left-hand side of the screen. Select the Register Now button and proceed with registration. For difficulties downloading plans and specifications, contact the Contracting Department at 210-233-3405.

For questions regarding this solicitation, technical questions or additional information, please contact Maria Franco-Contract Administrator, in writing via email to: **mfranco@saws.org** or by fax to **(210) 233-4622** until **4:00 PM (CST)** on **September 27, 2013**. Answers to the questions will be posted to the web site by **4:00 PM (CST)** on **October 1, 2013** as a separate document or included as part of an addendum.

A **NON-MANDATORY** pre-bid meeting will be held at **2:00 p.m. on September 25, 2013 at the San Antonio Water System's Customer Service Building, 3rd floor, Conference Room 326, 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 **10:00 A.M., October 11, 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.

This contract is contingent upon release of funds from the Texas Water Development Board.

Any contract or contracts awarded under this Invitation for Bids (IFB) are expected to be funded in part by financial assistance from the Texas Water Development Board (TWDB). Neither the State of Texas nor any of its departments, agencies, or employees are or will be a party to this IFB or any resulting contract.

Equal Opportunity in Employment – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin. The contractor shall carry out applicable requirements of 40CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.

CONTRACTOR'S BID PACKET CHECKLIST:

SMALL DIAMETER REHABILITATION PROGRAM - PROJECT 1

SAWS Job # 13-4806

SAWS Solicitation No. B-13-CD-052-MF

- 1 Bid proposal
- 2 Proposal Certification; page PC-1
- 3 Bid Bond(s)
- 4 Signed page(s) of Addendum(s)
- 5 Good Faith Effort Plan
- 6 Conflict of Interest Questionnaire -Form CIQ
- 7 Letter of Insurance Verification and/or sample Certificate of Insurance verifying insurance coverage
- 8 TWDB Form WRD 255
- 9 TWDB Form WRD 0459

Items to be submitted by apparent low bidder (See Instructions to Bidders, Page 7, #23):

- 1 Financial Statement
- 2 Company Information Packet
- 3 Statement regarding ability to complete the project
- 4 Record of Performance/Similar Projects

Items to be submitted with Awarded Contract:

- 1 TWDB Form ED 103
- 2 TWDB Form ED 104

PROPOSAL

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

TO THE SAN ANTONIO WATER SYSTEM:

Pursuant to Instructions and Invitations to Bidders, the undersigned proposes to furnish all labor and materials as specified and perform the work required for the construction of pipelines and appurtenances, San Antonio Water System **Small Diameter Rehabilitation Program – Project 1** Job Number **13-4806** in accordance with the Plans and Specifications for the following prices to wit:

Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
103.1	Remove Concrete Curb _____ Dollars and _____ Cents	LF	25	_____	_____
103.3	Remove Concrete Sidewalk and Driveway _____ Dollars and _____ Cents	SF	50	_____	_____
203.1	Tack Coat _____ Dollars and _____ Cents	GAL	590	_____	_____
205.2	Hot Mix Asphaltic Concrete - Type "C" (1.5" Compacted Depth) _____ Dollars and _____ Cents	SY	280	_____	_____

Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
205.2	Hot Mix Asphaltic Concrete - Type "C" (2" Compacted Depth)				
	_____ Dollars				
	and _____ Cents	SY	280	_____	_____
205.4	Hot Mix Asphaltic Pavement - Type D (2" Compacted Depth)				
	_____ Dollars				
	and _____ Cents	SY	5896	_____	_____
206.1	Asphalt Treated Base - (10" Thick)				
	_____ Dollars				
	and _____ Cents	SY	220	_____	_____
208.1	Salvage, Haul, Stockpile Asphalt Pavement 2" Depth				
	_____ Dollars				
	and _____ Cents	SY	5896	_____	_____
500.1	Concrete Curb				
	_____ Dollars				
	and _____ Cents	LF	25	_____	_____
502.1	Concrete Sidewalk				
	_____ Dollars				
	and _____ Cents	SY	20	_____	_____
503.1	Portland Cement Concrete Driveways				
	_____ Dollars				
	and _____ Cents	SY	20	_____	_____

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Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
503.2	Commercial Driveways _____ Dollars and _____ Cents	SY	50	_____	_____
511.3	Cutting and Replacing Pavements (10" ATH & 3" HMA) _____ Dollars and _____ Cents	SY	200	_____	_____
515.1	Topsoil _____ Dollars and _____ Cents	CY	20	_____	_____
516.1	Bermuda Sodding _____ Dollars and _____ Cents	SY	15	_____	_____
530.1	Barricades, Signs and Traffic Handling for Entire Site I _____ Dollars and _____ Cents	EA	1	_____	_____
530.1	Barricades, Signs and Traffic Handling for Entire Site II _____ Dollars and _____ Cents	EA	1	_____	_____
530.1	Barricades, Signs and Traffic Handling for Entire Site III _____ Dollars and _____ Cents	EA	1	_____	_____

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Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
530.1	Barricades, Signs and Traffic Handling for Entire Site IV _____ Dollars				
	and _____ Cents	EA	1	_____	_____
530.1	Barricades, Signs and Traffic Handling for Entire Site V _____ Dollars				
	and _____ Cents	EA	1	_____	_____
553	Storm Water Pollution Prevention Plan for Entire Site I _____ Dollars				
	and _____ Cents	EA	1	_____	_____
553	Storm Water Pollution Prevention Plan for Entire Site II _____ Dollars				
	and _____ Cents	EA	1	_____	_____
553	Storm Water Pollution Prevention Plan for Entire Site III _____ Dollars				
	and _____ Cents	EA	1	_____	_____
553	Storm Water Pollution Prevention Plan for Entire Site IV _____ Dollars				
	and _____ Cents	EA	1	_____	_____
553	Storm Water Pollution Prevention Plan for Entire Site V _____ Dollars				
	and _____ Cents	EA	1	_____	_____

Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
805	Traffic Control Plan for Entire Site I _____ Dollars and _____ Cents	EA	1	_____	_____
805	Traffic Control Plan for Entire Site II _____ Dollars and _____ Cents	EA	1	_____	_____
805	Traffic Control Plan for Entire Site III _____ Dollars and _____ Cents	EA	1	_____	_____
805	Traffic Control Plan for Entire Site IV _____ Dollars and _____ Cents	EA	1	_____	_____
805	Traffic Control Plan for Entire Site V _____ Dollars and _____ Cents	EA	1	_____	_____
851	Adjusting Existing Manholes _____ Dollars and _____ Cents	EA	5	_____	_____
852.1	Sanitary Sewer Manhole (0'-6") _____ Dollars and _____ Cents	EA	5	_____	_____

Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
852.2	Sanitary Sewer Drop Manhole (0' – 6')				
	_____ Dollars				
	and _____ Cents	EA	5	_____	_____
852.3	Extra Depth Manholes (>6)				
	_____ Dollars				
	and _____ Cents	VF	5	_____	_____
854	Sanitary Sewer Lateral				
	_____ Dollars				
	and _____ Cents	LF	20	_____	_____
854.1	One-Way Sanitary Sewer Clean-Out				
	_____ Dollars				
	and _____ Cents	EA	5	_____	_____
855	Reconstruction of Existing Manholes				
	_____ Dollars				
	and _____ Cents	EA	5	_____	_____
858	Concrete Encasement, Cradles, Saddles and Collars				
	_____ Dollars				
	and _____ Cents	CY	5	_____	_____
864	Bypass Pumping for Entire Site I				
	_____ Dollars				
	and _____ Cents	EA	1	_____	_____

Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
864	Bypass Pumping for Entire Site II _____ Dollars				
	and _____ Cents	EA	1	_____	_____
864	Bypass Pumping for Entire Site III _____ Dollars				
	and _____ Cents	EA	1	_____	_____
864	Bypass Pumping for Entire Site IV _____ Dollars				
	and _____ Cents	EA	1	_____	_____
864	Bypass Pumping for Entire Site V _____ Dollars				
	and _____ Cents	EA	1	_____	_____
865	Sewer Main Pre-Television Inspection (8" – 15") _____ Dollars				
	and _____ Cents	LF	13216	_____	_____
865	Sewer Main Pre-Television Inspection (18" – 24") _____ Dollars				
	and _____ Cents	LF	888	_____	_____
868.1	Sewer Main Cleaning – Normal (8" through 15" Diameter) _____ Dollars				
	and _____ Cents	LF	13216	_____	_____

Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
868.1	Sewer Main Cleaning – Normal (18” through 24” Diameter) _____ Dollars and _____ Cents	LF	888	_____	_____
900.1	Pipe Bursting 8” Sanitary Sewer Pipe, All Depths _____ Dollars and _____ Cents	LF	10227	_____	_____
900.1	Pipe Bursting 10” Sanitary Sewer Pipe, All Depths _____ Dollars and _____ Cents	LF	2495	_____	_____
900.1	Pipe Bursting 12” Sanitary Sewer Pipe, All Depths _____ Dollars and _____ Cents	LF	342	_____	_____
900.1	Pipe Bursting 15” Sanitary Sewer Pipe, All Depths _____ Dollars and _____ Cents	LF	152	_____	_____
900.1	Pipe Bursting 18” Sanitary Sewer Pipe, All Depths _____ Dollars and _____ Cents	LF	888	_____	_____
901.1	Install 8” CIPP Sanitary Sewer Pipe, All Depths _____ Dollars and _____ Cents	LF	500	_____	_____

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Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
901.1	Install 10" CIPP Sanitary Sewer Pipe, All Depths _____ Dollars and _____ Cents	LF	500	_____	_____
901.1	Install 12" CIPP Sanitary Sewer Pipe, All Depths _____ Dollars and _____ Cents	LF	342	_____	_____
901.1	Install 15" CIPP Sanitary Sewer Pipe, All Depths _____ Dollars and _____ Cents	LF	152	_____	_____
901.1	Install 18" CIPP Sanitary Sewer Pipe, All Depths _____ Dollars and _____ Cents	LF	478	_____	_____
910.1	Manhole Rehabilitation (Standard Manholes 4 ft. in Diameter) _____ Dollars and _____ Cents	VF	650.51	_____	_____
1103.1	Point Repairs for 8" or 10" Diameter, (0'-10' Depth) Including up to 10 LF of Piping _____ Dollars and _____ Cents	EA	17	_____	_____
1103.1	Point Repairs for 8" or 10" Diameter, (10'-15' Depth) Including up to 10 LF of Piping _____ Dollars and _____ Cents	EA	3	_____	_____

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Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
1103.1	Point Repairs for 8” or 10” Diameter, (>15’ Depth) Including up to 10 LF of Piping _____ Dollars and _____ Cents	EA	5	_____	_____
1103.1	Point Repairs for 12” or 15” Diameter, (0’-10’ Depth) Including up to 10 LF of Piping _____ Dollars and _____ Cents	EA	5	_____	_____
1103.1	Point Repairs for 12” or 15” Diameter, (10’-15’ Depth) Including up to 10 LF of Piping _____ Dollars and _____ Cents	EA	5	_____	_____
1103.1	Point Repairs for 18” or 21” Diameter, (0’-10’ Depth) Including up to 10 LF of Piping _____ Dollars and _____ Cents	EA	5	_____	_____
1103.2	Extra Length Point Repair, 8” – 18” Diameter, All Depths _____ Dollars and _____ Cents	LF	50	_____	_____
1103.3	Obstruction Removal by Excavation, 8” – 18” Diameter, All Depths _____ Dollars and _____ Cents	EA	2	_____	_____
1109	Service Reconnection, (W/Open Cut Excavation, 0’ – 10’ Depth, Including up to 10 LF of Lateral) _____ Dollars and _____ Cents	EA	140	_____	_____

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Item No.	Description (Unit Price to be written in Words)	Unit	Quantity	Unit Price (Figures)	Total Price (Figures)
1109	Service Reconnection, (W/Open Cut Excavation, 10' – 15' Depth, Including up to 10 LF of Lateral) _____ Dollars and _____ Cents	EA	5	_____	_____
1109	Service Reconnection, (W/Open Cut Excavation, >15" Depth, Including up to 10 LF of Lateral) _____ Dollars and _____ Cents	EA	3	_____	_____
4438	Flowable Fill _____ Dollars and _____ Cents	CY	100	_____	_____

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

TOTAL BID AMOUNT \$ _____

BIDDER'S SIGNATURE & TITLE

FIRM'S NAME (TYPE OR PRINT)

FIRM'S ADDRESS

FIRM'S PHONE NO. /FAX NO.

FIRM'S EMAIL ADDRESS

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

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

The bidder offers to construct the Project in accordance with the Contract Documents for the contract price, and to complete the Project within **180** calendar days after the start date, as set forth in the Authorization to Proceed. **The bidder understands and accepts the provisions of the contract Documents relating to liquidated damages of the project if not completed on time.**

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

PROPOSAL CERTIFICATION

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

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

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

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

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

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

Signed: _____
Company Representative

Company Name

Address

Please return bidder's check to:

Company Name

Address

12. PAYROLLS & BASIC PAYROLL RECORDS

- a. The contractor and each subcontractor shall prepare payroll reports in accordance with the "**Wage and Labor Standard Provisions**" furnished by the Contract Administration Section, San Antonio Water System. Such payroll submittal shall contain the name and address of each such employee, his correct labor classification, rate of pay, daily and weekly number of hours worked, any deductions made, and actual basic hourly and fringe benefits paid. The contractor shall submit payroll records each week, and no later than seven (7) working days following completion of the workweek being processed, to the Contract Administration Section, San Antonio Water System. These payroll records shall include certified copies of all payrolls of the contractor and of his subcontractors, it being understood that **the contractor shall be responsible for the submission and general mathematical accuracy of payrolls from all his subcontractors**. Each such payroll submittal shall be on forms deemed satisfactory to the SAWS, Contract Administration Section and shall contain a "Weekly Statement of Compliance", as called for by the contract documents. Such payrolls will be forwarded to San Antonio Water System, Contract Administration, 2800 U.S. Hwy 281 North, San Antonio, TX 78212.
- b. Copies of payroll submittal and basic supporting payroll records of the contractor/subcontractors accounting for all laborers/mechanics employed under the work covered by this contract shall be maintained during the course of the work and preserved for a period of three (3) years after completion of the project. The contractors/subcontractors shall maintain records which demonstrate: any contractor commitment to provide fringe benefits to employees as may be mandated by the applicable Wage Determination Decision, that the plan or program is adjudged financially responsible by the appropriate approving authority, (i.e. U.S. Department of Labor, U. S. Department of Treasury, etc.), and that the provisions, policies, certificates, and description of benefits of the plan or program as may be periodically amended, have been clearly communicated in a timely manner and in writing, to the laborers/mechanics affected prior to their performing work on the project.
- c. The contractor/subcontractor shall make the above records available for inspection, copying, or transcribing by authorized representatives of the San Antonio Water System at reasonable times and locations for purposes of monitoring compliance with this contract.

13. LABOR DISPUTES

The contractor/subcontractor shall immediately notify the Manager of Contract Administration or his designated representative of any actual or impending contractor/subcontractor labor dispute which may affect, or is affecting, the schedule of the contractor's or any other contractor's/subcontractor's work. In addition, the contractor/subcontractor shall consider all appropriate measures to eliminate or minimize the effect of such labor disputes on the schedule, including but not limited to such measures as: promptly seeking injunctive relief if appropriate; seeking appropriate legal or equitable actions or remedies; taking such measures as establishing a reserved gate, as appropriate; if reasonably feasible, seeking other sources of supply or service; and any other measures that may be appropriately utilized to mitigate or eliminate the job-site and scheduling effects of the labor dispute.

14. COMPLAINTS, PROCEEDING, OR TESTIMONY BY EMPLOYEES

No laborers/mechanics to whom the wage, salary, or other labor standard provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor/subcontractors because such employee has filed any formal inquiry or complaint or instituted, or caused to be instituted, any legal or equitable proceeding or has testified, or is about to testify, in any such proceeding under or relating to the wage and labor standards applicable under this contract.

Administration. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress. **Any employee listed on the payroll at a trainee wage rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the wage rate determined by the classification of work he actually performs.** The contractor/subcontractor is required to furnish a copy of the trainee program certification, registration of employee-trainees, ratios and wage rates prescribed in the program, along with the payroll record upon which the employee is first listed, to the Contract Administration Section of the San Antonio Water System. In the event the Employment and Training Administration withdraws approval of a training program, the contractor/subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved by the Employment and Training Administration.

- c. Paragraphs 18.a. and 18.b. above shall not operate to exclude training programs approved by the Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor and as adopted by the Associated General Contractors (AGC) of Texas, Highway, Heavy, Utilities and Industrial Branch. Guidelines for these training programs shall be the same as those established for federally funded projects. This sub-paragraph 18.c. shall not apply to those portions of a project deemed to be building construction.
- d. THE RATIO OF APPRENTICE TO JOURNEYMAN for this project shall be the same as the Ratio permitted under the plan approved by the Employment and Training Administration, Bureau of Apprenticeship and Training, U. S. Department of Labor, by Craft. A copy of the allowable Ratios is included with the applicable Wage Determination Decision in the specifications for this project.

When a "full investigation" (as called for in, and as construed under, Government Code Chapter 2258, Prevailing Wage Rate, and as further generally described in an administrative directive to the City's Wage & Hour Office from the City's Director of Public Works entitled "Conducting Wage and Labor Standards Investigations on partially federally funded Construction Projects", as may be amended) evidences a violation of the Apprentice or Trainee to Journeyman ratios effective for contractor/subcontractor employees working on this contract, the San Antonio Water System, in addition to such other rights as may be afforded it under state and/or other sections of this contract (especially paragraph 10 underpayment of wages), shall withhold from the contractor, out of any payments (interim progress and/or final) due the contractor, the liquidated damages sum of seventy-five dollars (\$75.00) for each calendar day, or portion thereof, for each certified Apprentice or Trainee employee assigned to a Journeyman that exceeds the maximum allowable Apprentice/Trainee to Journeyman ratio stipulated for any work done under this contract, whether by the contractor himself or by any subcontractor working under him.

19. JOB-SITE CONDITIONS

Contractors/subcontractors will not allow any person employed for the project to work in surroundings or under construction conditions which are unsanitary, unhealthy, hazardous, or dangerous as governed by industry standards and appropriate local, state and federal statutes, ordinances, and regulatory guidelines.

20. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

- a. The contractor/subcontractor shall knowingly only employ persons of appropriate ages commensurate with the degree of required skill, strength, maturity and judgment associated with the activity to be engaged in, but not less than the age of fourteen (14) years, as governed by the Texas Child Labor Law, Chapter 51 of the Texas Labor Code "Child Labor" and Texas Department of Labor and Standards rulings and interpretations associated with that statute. It is hereby noted that in some circumstances generally governed by this

section, a federal statute (see: Fair Labor Standards Act, 29 USCS Section 212; Volume 6A of the Bureau of National Affairs Wage Hour Manual at Paragraph 96:1; "Child Labor Requirements in Nonagricultural Occupations" WH Publication 1330, July 1978, as may be amended), could pre-empt the Texas Statute and federal agencies and legal counsel when hiring adolescent employees for particular job classifications.

- b. Prohibited persons not to be employed are also those persons who, at the time of employment for this contract, are serving sentence in a penal or correctional institution except that prior approval by the President/CEO of SAWS is required to employ any person participating in a supervised work release or furlough programs that is sanctioned by appropriate state or federal correctional agencies.
- c. The contractor/subcontractor shall be responsible for compliance with the provisions of the "Immigration Reform and Control Act of 1986" public Law 99-603, and any related State enabling or implementing statutes, especially as they in combination apply to the unlawful employment of aliens and unfair immigration-related employment practices affecting this contract.

21. **PROVISIONS TO BE INCLUDED IN SUBCONTRACTS**

The contractor shall cause these Wage and Labor Standard Provisions, or reasonably similar contextual adaptations hereof, and any other appropriate state and federal labor provisions, including the **Mandatory Davis-Bacon Contract Conditions**, to be inserted in all subcontracts relative to the work to bind subcontractors to the same Wage and Labor Standards as contained in these terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors or sub-subcontractors and to give the contractor similar, if not greater, general contractual authority over the subcontractor or subcontractors as the San Antonio Water System may exercise over the contractor.

The Mandatory Davis-Bacon Contract Conditions can be found immediately following the end of this document.

22. **CONTRACTOR'S RESPONSIBILITY**

The prime contractor shall be responsible for ensuring that its subcontractors comply with the Wage and Labor Standards Provisions.