



SAN ANTONIO WATER SYSTEM
2013 OPEN CUT WATER WORK ORDER CONSTRUCTION CONTRACT

Job No. 13-4004
Solicitation No. B-13-073-RA

ADDENDUM NO.1
October 29, 2013

To Bidder of Record:

This addendum, applicable to work referenced above, is an amendment to the bidding documents and as such will be a part of and included in the Contract Documents. Acknowledge receipt of this addendum by entering the addendum number and issue date in the space provided in submitted copies of the proposal.

Item 1: Supplemental Conditions

REMOVE Section 2 of the Supplemental Conditions in its entirety and REPLACE with the following:

"2. Article V. Contract Responsibilities, Section 5.3.7 of the General Conditions shall be supplemented as follows:

City of San Antonio Right-of-Way Permits: The contractor shall be responsible for all cost associated with registering with the City of San Antonio Right of Way Office (COSA ROW), applying and obtaining COSA ROW Street cut permit(s) as required for the project and shall keep the permit active during the course of the work. Contractor is also responsible of the initial permit, permit renewals, expedited permits and any and all cost include but not limited to COSA ROW inspection fees, penalties and or any and all fees associated with the permit.

To register, contractors should contact the COSA ROW office @ 210-207-6949.

Railroad Permits. The Contractor shall be aware that portions of the work being performed may be within the Union Pacific Railroad's ('the Railroad') right-of-way (ROW). The Contractor must submit a written scheduling request to the Railroad's scheduling agent. The Contractor's written request must be delivered to the Railroad's scheduling agent:

Mr. John Van Gelder
Assistant Manager
Real Estate Department
Union Pacific Railroad Company
1400 Douglas Street, Stop 1690

Omaha, NE 68179-1690
Fax: 402-544-8532

The Railroad may provide, at the Contractor's expense, an inspector and flagman to oversee the work within the railroad ROW. No payment shall be made for the efforts expended by the Contractor with the Railroad. The Contractor is responsible for meeting all requirements of the Railroad. The costs for services described herewith shall not be paid separately, but shall be included in the relevant bid items established in the bid proposal.

The Contractor shall at all times abide by the conditions outlined in the Pipeline Crossing Agreement between SAWS and the Railroad. SAWS will furnish a copy of the Pipeline Crossing Agreement to the Contractor upon execution or at the pre-construction meeting, whichever comes first.

SAWS will pay for the License Fee, as well as obtain the License from the Railroad.

At all times during construction, installation and repair or removal of a pipeline or wire line the Contractor must obtain and maintain Railroad Protective Liability Insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of the Railroad as named insured, with a limit of \$2,000,000.00 per occurrence and an aggregate of \$6,000,000.00. A binder stating that the policy is in place must be submitted to the Railroad, as well as the SAWS' Risk Manager before the work may be commenced and until the original policy is forwarded to the Railroad."

The remainder of the bid documents remains unchanged.

This Addendum, including this page, is three (3) pages in its entirety.

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



Steven H. Thai, P.E.
Project Engineer
LNV, Inc.
TBPE Firm No. F-366



10/29/13

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

Date

Signature of Bidder

END OF ADDENDUM