

SAN ANTONIO WATER SYSTEM
S&S Hills Subdivision 12-inch Water Line Extension Project
Job No. 09-7008

Addendum No. 1

April 22, 2010

This addendum, applicable to work designated 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 proposal.

1.0 Addenda Purpose

The purpose of this addendum is to issue a revision to the specifications for the S&S Hills Subdivision 12-inch Water Line Extension Project (SAWS Job No. 09-7008)

2.0 Modifications to the Specifications

A. GENERAL CONDITIONS – ADD the following sheets GC-6, GC-18, GC-19 & GC-35

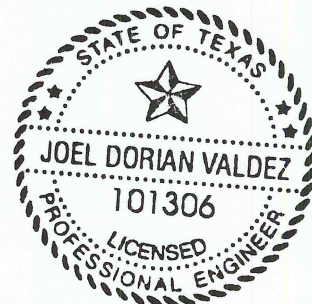
ACKNOWLEDGEMENT BY BIDDER

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 and the bid submitted herewith is in accordance with the information and stipulations set forth.

Date

Signature



Joel Dorian Valdez
4/22/2010

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.

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 paragraph 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 save the SAWS harmless from loss on account thereof, except that the SAWS 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; 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 SAWS 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(SMWBP) REQUIREMENTS - The San Antonio Water System highly encourages contractors to form joint ventures and/or provide subcontract opportunities to small, minority and woman business (SMWB) firms. The San Antonio Water System Good Faith Effort Plan will be used to report small, minority, and woman firm participation. This Plan will be submitted as part of the bid package and will be reflected 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 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.

\$1,000,000.00 Contractual Liability

This insurance shall be endorsed:

- Naming SAWS, the City of San Antonio and the Consultant as an Additional Insured; and
- To provide a Waiver of Subrogation in favor of SAWS and the City of San Antonio.

- .1.4 Comprehensive Automobile Liability (AL) insurance that will protect the CONTRACTOR, SAWS and the City of San Antonio from claims for damages arising out of the maintenance, operation, or use of any owner, non-owned or hired vehicles. Minimum limits of liability for bodily injury and property damage combined shall be not less than \$1,000,000.00 each occurrence.

This insurance shall be endorsed:

- Naming SAWS, the City of San Antonio and the Consultant as an Additional Insured; and
- To provide a Waiver of Subrogation in favor of SAWS and the City of San Antonio.

- .1.5 An Umbrella Liability (UL) insurance in the amount of \$2,000,000.00. This policy shall be of an "Occurrence" type and the limit of liability shall be concurrent with and in excess of the EL, and AL insurance coverage described in paragraphs 5.7.1.2, 5.7.1.3, and 5.7.1.4 of this contract.

- .1.6 Owner and Contractor Protective Liability Insurance policy which insures SAWS and the City of San Antonio and their agents and employees with the same coverage specified in paragraph .1.3 above **unless** the CGL policy specified in paragraph .1.3 above includes the Endorsement CG2503 - per project general aggregate limit applies.

- .1.7 **Contractor's Pollution Liability Insurance** with limits of \$2,000,000 per occurrence/\$2,000,000 in the aggregate. The policy shall provide "claims made" 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. 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 policy retroactive date will be no later than the Contract date or the project commencement date, whichever is earlier.

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 of San Antonio 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 provisions:

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

- Coverage shall be Primary and in addition to any other valid and collectible insurance carried by SAWS and the City of San Antonio as respects to this Contract;
- 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);
- 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;
- 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
- Coverage for punitive, exemplary, and multiple damages.

Automobile Liability policy of CONTRACTOR *hauling excavated spoil* shall either be endorsed to provide coverage under the TE9948 endorsement or the Contractor's Pollution Liability Insurance policy shall be endorsed to provide transportation coverage beyond the boundaries of the job site.

- .1.8 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 of San Antonio 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 Subcontractor's to carry insurance appropriate to their scope of Work.
- .3 The insurance that is required under this Section 5.7 shall be written so that SAWS and the City of San Antonio will be notified in writing in the event of cancellation, restrictive endorsement or non-renewal at least thirty (30) days prior to such action.
- .4 The CONTRACTOR shall furnish a completed Certificate of Insurance, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon.
- .5 Certificates of Insurance on the form attached to this Contract shall be filed with the SAWS prior to the execution of this Contract. The SAWS Project number(s) **shall be included** in the Description of Operations section located in the bottom half of the standard ACORD Certificate form.

Certificates shall be mailed directly to:

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

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

- .6 Separate **Certificates of Insurance** shall be filed with the City of San Antonio 10 days **prior to** the SAWS Board of Trustee's award of the Contract. The SAWS Project number(s) **shall be included** in the Description of Operations section located in the bottom half of the standard ACORD Certificate form.

Certificates shall be mailed to the City of San Antonio directly to:

City of San Antonio

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.

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