

## SAN ANTONIO WATER SYSTEM 2016 Asphalt Work Order Contract SAWS Job No. 16-4803 Solicitation No. CO-00054-SM

#### **ADDENDUM NO. 2**

April 21, 2016

BID DATE: April 26, 2016 2:00 p.m. Central Time

To: All Document Holders of Record

This addendum, applicable to work referenced above, is an amendment to the Contract Documents and modifies the original Contract Documents dated March 30, 2016. Acknowledge receipt of this addendum by entering the addendum number and issue date in the space provided in submitted copies of the bid proposal. Failure to do so may subject Bidder to disqualification.

#### A. Bidding and Contract Requirement Revisions:

- Item 1: Line items No. 100.1, 100.2, 205.3A and 1010 from bid proposal were removed. Additionally Line Item No. 530.1 quantity was reduced. Please replace the previous bid proposal with the attached document (3 sheets). Bidders should use this version when submitting a bid.
- Item 2: Please replace the previous Supplemental Conditions Sheet SS-1 with the attached Sheet SS-1 (1 sheet).
- **Item 3:** Please replace the previous Special Conditions Sheets SC-1 through SC-8 with the attached Sheets SC-1 through SC-7 (7 sheets).
- **Item 4:** Please replace the previous Special Provisions to Technical Specifications Sheet SPTS-1 with the attached Sheet SPTS-1 (1 sheet).
- **Item 5:** Please remove Technical Specification Item No. 100 previously provided and refer to SAWS latest standard specifications accessible online at: <a href="http://www.saws.org/business center/specs/constspecs/">http://www.saws.org/business center/specs/constspecs/</a> and the attached Special Provisions to Technical Specifications.

## **B.** Drawing Revisions:

SAWS will not issue any plans for this project at this time. Plans will be provided at the time the work order is issued.

#### C. Questions Received During Q&A Period:

1. I am wanting to send out a materials quote, but want to make sure that I am quoting the correct product. The projects are below with the description of the line items, I am requesting help with. Any information that you can provide me would be very helpful and much appreciated.

SAWS - 2016 Asphalt Work Order Contract (#16-4803) Line 29 - Geogrid Reinforcement - 2000 sy

It is the Bidder's responsibility to thoroughly examine the Contract Documents and specifications. Refer to Specification Item No. 234 attached to contract documents.

2. Stamped asphalt - Please provide subcontractor/vendor who does that work

SAWS cannot provide or recommend a list of subcontractor/vendors who perform this work. It is contractors responsibility to determine this.

3. Please elaborate on the water pollution liability insurance required?

Pollution Liability coverage is detailed in section 5.7 in the General Conditions.

4. How many ROW permits can one expect to obtain and what is the going rate per permit?

Refer to General Conditions Article 5.3.7 for Contractor's responsibilities related to Permits. Also refer to the project Supplemental Conditions. The number of permits is unknown. For permit rates Please visit City of San Antonio Right-of Way Use Permits website located at: <a href="http://rowpermits.sanantonio.gov/main.jsp">http://rowpermits.sanantonio.gov/main.jsp</a>

5. The contractor will be responsible for applying for and paying the permit for each work order? What is the cost per day for each permit for SAWS work orders?

Refer to response for question #4.

Will SAWS be issuing more than one work order at a time?

SAWS can issue more than work order at a time.

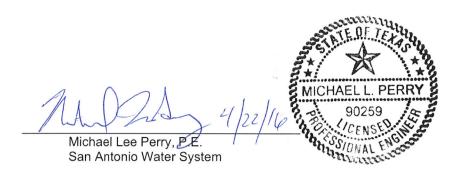
If so, approximately what might be the average?

SAWS does not have an average of work orders that can be issued.

6. In the general conditions on page GC 25, the contractor will be required to carry Pollution Liability Insurance in addition to the normal insurance requirements. It says that coverage must be maintained for a minimum of 24 months after the date that a Conditional Letter of Acceptance is issued. Since this is a 730 day contract, will the contractor be required to carry this coverage for 4 years?

If the Pollution Liability Policy is a "Claims Made" policy the Contractor is required to maintain Pollution Liability coverage for the term of the contract plus an additional 24 month. Pollution Liability will last 1460 days. If the Pollution Liability Policy is "Occurrence based" then the 24 month extension is not required.

This Addendum, including these 3 pages, is 16 pages, with attachments, in its entirety.



**END OFADDENDUM** 

#### **BID PROPOSAL**

PROPOSAL OF	, a corporation
a partnership consisting of	
an individual doing business as	·
THE SAN ANTONIO WATER SYSTEM: Pursuant to Instructions and Invitation to Bidders, the undersig work required for the project as specified, in accordance with t	ned proposes to furnish all labor and materials as specified and perform the Plans and Specifications for the following prices to wit:
(PLEASE SEE ATTACHED PDF LIST OF BID ITEMS)	
TOTAL BID PRICE	\$
	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	
OWNED DESERVES THE DIGHT TO ACCEPT THE OVERAL	I MOST DESDONSIBLE BID

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 730 calendar days after the start date, or until funds are exhausted, whichever comes first, 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 Bid Proposal which are included on the following pages.

			201	6 Asphalt Work Order Contract - CO-00054 -	Quo	otes		
Line No.	Item No.	Quote Category	SOV Item	Item Description	Unit	Quantity	Unit Bid Price	Total
1	104	<u> </u>		Street Excavation	CY	1250		
2	107			Embankment	CY	1250		
3	200			Flexible Base (6" Compacted Depth)	SY	2000		
4	200			Flexible Base (Compacted in Place)	CY	250		
5	108.00			Lime Treated Subgrade (8" Compacted Depth)	SY	2000		
6				Rock Rubble (9" Diameter, 18" Depth)	SY	20		
7	202.1			Prime Coat	GAL	400		
8	203.10			Tack Coat	GAL	300		
9	204.1			One Course Surface Treatment	SY	5000		
				Base Repair With Hot Mix Asphaltic Pavement Type "B" (8"				
10	205.2			Compacted Depth)	SY	8		
11	205.2			Hot Mix Asphaltic Pavement Type "B" (10" Compacted Depth)	SY	1500		
12	205.3B			Hot Mix Asphaltic Pavement Type "C" (2" Compacted Depth)	SY	1500		
13	205.4A			Hot Mix Asphaltic Pavement Type "D" (2" Compacted Depth)	SY	40000		
14	205.4B			Hot Mix Asphaltic Pavement Type "D" (3" Compacted Depth)	SY	3000		
15	206			Asphalt Treated Base (Compacted in Place)	CY	800		
16	207.1			Single Course Bituminous Slurry Seal	SY	25000		
				Salvaging, Hauling, and Stockpiling Reclaimable Asphaltic				
17	208.1			Pavement (2" Depth)	SY	40000		
				Salvaging, Hauling, and Stockpiling Reclaimable Asphaltic				
18	208.10			Pavement (3" Depth)	SY	3000		
19	230.1A			Flexible Pavement Structure Repair (2" HMAC over 6" ATB)	SY	50		
20	230.1B			Flexible Pavement Structure Repair (2" HMAC over 8" ATB)	SY	50		
21	230.1C			Flexible Pavement Structure Repair (2" HMAC over 10" ATB)	SY	50		
22	230.1D			Flexible Pavement Structure Repair (3" HMAC over 12" ATB)	SY	50		
23	230.2A			Concrete Pavement Full-Depth Repair (2" HMAC over 6" ATB)	SY	50		
24	230.2B			Concrete Pavement Full-Depth Repair ( 2" HMAC over 8" ATB)	SY	50		
25	230.2C			Concrete Pavement Full-Depth Repair (3" HMAC over 10" ATB)	SY	50		
26	234.1			Geogrid Reinforcement	SY	2000		
27	500.1			Concrete Curb	LF	400		
28	500.1			Concrete Curb (Sawtooth Curb)	LF	25		
29	530.1			Barricades, Signs, Traffic Handling	EA	20		
30	530.2			Police Officer (Maximum bid of \$40.00 fHR)	HR	40		
				Hot Applied Thermoplastic Pavement Markings (4" - Wide				
31	535.01			Yellow Line)	LF	5000		
				Hot Applied Thermoplastic Pavement Markings (4" - Wide White				
32	535.02			Line)	LF	1000		

	2016 Asphalt Work Order Contract - CO-00054 - Quotes							
Line No.	Item No.	Quote Category	SOV Item	Item Description	Unit	Quantity	Unit Bid Price	Total
				Hot Applied Thermoplastic Pavement Markings (8" - Wide				
33	535.03			Yellow Line)	LF	100		
				Hot Applied Thermoplastic Pavement Markings (8" - Wide White				
34	535.04			Line)	LF	100		
				Hot Applied Thermoplastic Pavement Markings (12" - Wide				
35	535.05			White Line)	LF	150		
				Hot Applied Thermoplastic Pavement Markings (16" - Wide				
36	535.06			White Line)	LF	50		
				Hot Applied Thermoplastic Pavement Markings (24" Wide White				
37	535.07			Line)	LF	1000		
				Hot Applied Thermoplastic Pavement Markings (Right White				
38	535.08			Arrow)	EA	3		
				Hot Applied Thermoplastic Pavement Markings (Left White				
39	535.09			Arrow)	EA	10		
				Hot Applied Thermoplastic Pavement Markings (Comb. Thru				
40	535.10			Right Arrow)	EA	3		
				Hot Applied Thermoplastic Pavement Markings (Comb. Thru Left				
41	535.11			Arrow)	EA	3		
						_		
42	535.12			Hot Applied Thermoplastic Pavement Markings (Word "ONLY")	EA	6		
				Hot Applied Thermoplastic Pavement Marking (Straight White				
43	535.13			Arrow)	EA	6		
				Crossing Symbol,including 2 R's crossbuck and 3 transverse				
44	535.14			bars)	EA	2		
4.5	505.45			Hot Applied Thermoplastic Pavement Markings (Wheelchair				
45	535.15			Sign)	EA	2		
40	505.40			Hot Applied Thermoplastic Pavement Markings (Bicycle Rider				
46	535.16			Symbol)	EA	2		
47	537			Raised Pavement Markers	EA	2000		
48	538			Stamped Asphalt	SY	500		
49	553			Storm Water Pollution Prevention Plan	EA	2 200		
50	618 712			Conduit (4-inch/PVC Schedule 40) Cleaning and Sealing Joints and Cracks	LF			
51 52	799			Speed Humps, Type II Modular Rubber Cushions	GAL	1000		
53	826				EA EA	15 40		
53 54	851			Valve Box Adjustment Adjusting Existing Manholes	EA	40 5		
J <del>4</del>	001			Ultra-Thin Bonded Hot Mix Wearing Course type A	EA	5		
E E	2142 1			(MEMBRANE)	CAL	200		
55	3142.1			,	GAL	200		
56	3142.2			Ultra-Thin Bonded Hot Mix Wearing Course type A (APHALT)	TN	2		

2016 Asphalt Work Order Contract - CO-00054 - Quotes								
Line No.	Item No.	Quote Category	SOV Item	Item Description	Unit	Quantity	Unit Bid Price	Total
				Ultra-Thin Bonded Hot Mix Wearing Course type A				
57	3142.3			(AGGREGATE)	TN	30		
58	8970.1			VIVDS Processor System-1 Channel	EA	2		
59	8970.1			VIVDS Processor System-2 Channel	EA	2		
60	8970.2			VIVDS Camera Assembly	EΑ	4		
61	8970.3			VIVDS Set-up System	EΑ	4		
62	8970.4			VIVDS Communication Cable (Coaxial)	LF	750		

## SUPPLEMENTAL CONDITIONS

- 1.0 <u>Contractor's Insurance Requirements:</u> The Contractor shall adhere to the General Conditions 5.7 Contractor's Insurance Requirements with one exception: **waive** Section 5.7.1.1.7.8 –Builder's Risk line of coverage on Page GC-27.
- 2.0 General Conditions, Page GC-46: Replace Paragraph 8.1 with the following:
  - "8.1 <u>COMMENCEMENT OF WORK</u> The Work called for in each Work Order of this Contract shall be commenced by Contractor within 48 hours after issuance of each Work Order by SAWS. SAWS reserves the right to change this time frame if a special situation shall arise on a work order. Under no circumstances shall the Work commence prior to Contractor's receipt of a SAWS issued Work Order. Computation of Work Order Time will begin 48 hours after issuance of a Work Order unless specified otherwise in the Work Order.

Prior to commencement of work and before the 48 hour period as referenced above, a project pre construction meeting and/or site visit will be held for each work order that is issued. Commencement of work on a work order prior to a project preconstruction meeting and/or site visit will not be allowed.

- 3.0 General Conditions, Page GC-48: Replace Paragraph 8.6 with the following:
  - "8.6 <u>Liquidated Damages for Failure to Complete on Time</u> 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 each work order, after due allowance for extension of time as provided for under the preceding paragraph 8.5, 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."

#### **END OF SECTION**

#### SPECIAL CONDITIONS

#### SC-1.0 SCOPE OF WORK

## I. General

The San Antonio Water System (hereinafter referred to as "the System") is soliciting Bids for the purpose of retaining a Contractor to provide asphalt and street construction services.

Contractor shall anticipate a period of careful planning in close coordination with SAWS prior to beginning any work 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. <u>Terms and Conditions</u>

Execution of Contract: The services outlined are anticipated to commence upon Board Approval, and all contracts and agreements must be executed by CONTRACTOR after Board approval. The System will require the successful CONTRACTOR to enter into Contract with the System. No work shall commence until the Contract documents are signed, CONTRACTOR provides the necessary evidence of insurance as required under the Request for Bid, and the notice to proceed date has been issued.

<u>Term of Service Agreement</u>: The construction contract will remain in full force from the notice to proceed date for a period of two years (730 calendar days) or until funds are exhausted, whichever comes first. SAWS reserves the right to renew and/or extend the contract for one additional two-year period, as stated above, should such an extension be mutually agreeable to SAWS and the Contractor, and the Contractor agrees to hold their bid prices for the subsequent contract renewed period.

<u>Bid Proposal</u>: The Contractor shall include in his Bid Proposal all labor, equipment, material, tools, supplies and incidentals necessary to complete all work required by this Contract in accordance with the following current specifications: San Antonio Water System Specifications for Water and Sanitary Sewer Construction, Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges, the City of San Antonio Standard Specification for Public Works Construction, and any requirements or specifications specified herein.

Non-Appropriation. Contractor agrees that the Water System has projected costs for this Agreement and Water System expects to pay all obligations of this

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

# SC-2.0 PROJECT REQUIREMENTS

- SC-2.1 Performance Time. The Construction Time (Calendar Days) for each individual work order will be determined by SAWS and discussed between SAWS and the Contractor for concurrence prior to project commencement. SAWS has the final approval over the duration of the construction schedule. No work orders will be issued prior to the notice to proceed. It is the Contractor's responsibility to provide enough work force to accomplish the work orders and workload assigned and complete the work in accordance with the provided schedule. Work orders issued during the term of this contract that have not been completed prior to the expiration of the term shall remain in effect until they are completed.
  - I. All work orders issued by SAWS, conforming to these Contract Documents, shall commence in accordance with the date specified on the work order and completed within the calendar days provided under the work order. As time is of the essence in the completion of each work order it is up to the Contractor to provide enough work forces to accomplish the work orders and workload assigned and complete the work in accordance with the calendar days provided in the work order and the project schedule. Work orders not completed within the schedule will be subject to liquidated damages as called out in the General Conditions and/or the Supplemental Conditions. Contractors must have a minimum of two (2) independent crews available to start work orders simultaneously. The Bidder shall be required to have at least one crew and one superintendent who is qualified in the method of construction being performed on each work order job site during construction activities. Individual work orders issued during the term of this contract that have not been completed prior to the expiration of the term shall survive the termination of the Contract and remain in effect and subject to the term and conditions of the Contract until they are completed.
  - II. **Standard Work Orders** Contractor shall provide Traffic Control Plan (if not provided by the Engineer in the plans), construction schedule and a copy of a lease agreement (Right-of-Entry Agreement) for storage site prior to issuance of a work order within seven (7) calendar days after the pre-construction meeting or issuance of project scoping letter. Failure to provide submittals by Contractor within seven (7) days of pre-construction meeting will at SAWS sole discretion, result in reassignment of work order to other contracts.

- SC-2.2 <u>Specifications</u>. All work performed in connection with the job plans and specifications 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 Standard Specifications for Construction of Highways, Streets and Bridges, the current City of San Antonio Standard Specifications for Public Works Construction, any Railroad Permit requirements, and any requirements or specifications specified herein.
- SC-2.3 <u>Contractor Identification</u>. All traffic barricades, which are required in accordance with the established regulations, shall be identified on both sides in prominent stenciled letters with the Contractor's name, local address and telephone number. The project sign shall be in accordance with Item 869, Project Signs, of the San Antonio Water System Specifications for Water and Sanitary Sewer Construction. The Project Sign shall be inclusive to the project (No Separate Pay Item) and will be determined on a case by case situation as required.
- SC-2.4 Schedule of Operations. For each individual work order, Contractor shall furnish to the Engineer a construction progress schedule setting forth the information required by the General Conditions of the Contract. Contractor shall send the construction progress schedule along with written notification to the Engineer and SAWS representative and obtain approval prior to starting work. In addition, Contractor shall submit an updated construction progress schedule to the Engineer and to SAWS Inspector with request for payment or as directed by Engineer and/or SAWS Inspector.
- SC-2.5 <u>Cleanup</u>. The Contractor shall maintain at all times during the course of work a neat and orderly area of construction operations. Unless otherwise specified herein, complete cleanup behind construction operations shall be as established in the field by the Construction Inspector. The final acceptance inspection shall not be conducted until the Contractor has completed final cleanup operations. The governing Right-of-Way entities Inspector/Representative shall accompany the San Antonio Water System Construction Inspector during the final acceptance inspection.

The Contractor shall be responsible for restoring to its original condition or better as determined by the construction inspector any damages done to existing concrete, rip-rip, concrete drainage structures, pavements, sprinkler systems, fences, vegetation, landscaping, etc. at the contractor's cost.

SC-2.6 Protection of Lives and Health. 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).

The Contractor shall have a competent person or persons, as required under the Occupational Safety and Health Act, on the site to inspect the work and to supervise the conformance of the Contractor's operations with the regulation of the Act.

This project is subject to all 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 the Construction. Contractors are urged to become familiar with the requirements of these regulations.

- SC-2.7 <u>Payment</u>. Except where bid items are specifically provided in the Proposal, payment to the Contractor to accommodate the requirements specified herein shall be considered to be subsidiary to the various items of work under this contract and no direct payment will be made.
- SC-2.8 Excavation/Backfill. All surplus excavated materials shall be removed from the job site and properly wasted at the end of each day. Any excavation required by a work order over an existing SAWS trench line for the removal of the secondary backfill shall conform to Item No. 804 Excavation, Trenching, and Backfill of the San Antonio Water System Specifications for Water and Sanitary Sewer Construction but shall be paid under Item 104 Excavation of the contract proposal. The compaction standards of Item No. 804 shall be followed which is 98% of the maximum dry density. Item 104.1 Excavation will not be paid for any work orders that require the use of milling (Item 208.2) or patch work (Items 230.1A, 230.1B, 230.1C, 230.2A, 230.2B, and 230.2C) as the only means to construct the work order. Any use of Item 104.1 Excavation shall require prior authorization prior to commencement of work on this line item.
- SC-2.9 <u>Existing Structures</u>. The Contractor's attention is hereby specifically directed to the information regarding the existing structures, fences and trees which are known to exist and which may be encountered within and adjacent to the limits of the work covered by this Contract. An investigation and verification by the Contractor for existence and location of these structures, trees, and fences shall be required before starting work.

The Contractor shall be held responsible for the maintenance and protection of existing structures, fences and trees as well as all damage which may occur as a result of construction operations. The Contractor shall pay the cost of temporarily relocating for the convenience of the Contractor. It shall be the Contractor's responsibility to determine the exact location of existing structures, fences and trees which cross-proposed construction. It shall be the Contractor's responsibility to excavate over, under and/or around and if necessary to provide temporary support during construction. It shall also be the Contractor's responsibility to backfill around and to complete construction in a manner such as to leave the structure, fence or tree in its original position.

- SC-2.10 General Notes. The Contractor shall adhere to the general notes attached herein.
- SC-2.11 <u>Details.</u> The Contractor shall adhere to the details attached herein for the specified work associated with the details.

## SC-2.12 Work Orders

- I. All work orders and/or projects that will be issued under this contract are unspecified at the time of bidding; all quantities are estimated in the proposal; and it is the intent of the proposal and quantities to establish a unit price for various line items to be paid to the Contractor by SAWS during the term of this contract. No change in the unit price will be made, regardless of the actual quantity of the item or complexity of work performed during the initial term of the contract and/or subsequent contract extension or renewals.
- II. SAWS does not guarantee that each bid item in this contract will be used on the assigned work orders.
- III. A work order is defined as a document authorizing the completion of an individual project or specific task which includes specific line items and quantities that the contractor will perform which will be charged against the contract.
- IV. A pre-construction meeting may be issued by SAWS for each work order issued. This meeting is required to plan the details of work and agree on the schedule of the work, if necessary. Included in this meeting shall be coordination of notification to appropriate governing agencies and affected property owners 48 hours prior to beginning work.
- V. Payment will be made on a work order basis. No payment will be made prior to the City of San Antonio (or other regulatory body) and San Antonio Water System approvals.
- VI. The Contractor shall have the ability to communicate with SAWS at all times. The Contractor's Superintendent shall have a cellular telephone with voice mail at which he/she can be reached at any time of the day. In the unforeseen event that the Superintendent is unavailable, Contractor shall provide owner with an emergency telephone number for evenings, weekends, and holidays by the first working day of the project. This telephone number must be a commercial answering service. The answering service must be able to contact the Contractor and the Contractor must respond back to the owner within two hours of the initial contact.
- VII. Contractor shall submit to the owner the schedule of operations as set forth in SC-2.4. A schedule of operation and progress is needed for each work order issued and it must be revised as necessary during the course of work. All schedules shall be submitted and/or updated when requested electronically using Microsoft Project. Cost associated with this work is inclusive to the contract and no separate payment will be made.

- VIII. On occasions testing may be required. In the event that testing is determined for quality assurance, all testing required shall be performed by a third party testing laboratory for technical testing services and submitted to owners representative for approval. The Contractor shall be reimbursed the cost of the testing laboratory fees plus ten percent (10%) for all tests required by SAWS or other jurisdictional authorities not otherwise required by the specifications. Such testing and reimbursement shall be approved in writing by SAWS prior to testing. Application for payment shall be accompanied by SAWS written approval and the original invoice or receipt from the testing laboratory. No payment will be made to the Contractor for tests that fail, only passing tests are eligible for reimbursement.
- IX. The Contractor shall notify all jurisdictions in which he is performing work, obtain all permits required as required, and comply with all governing laws and regulations for that jurisdiction.
- X. Where required by SAWS Inspector, pavement marking paint shall be an acrylic water-reducible traffic safety paint conforming to Federal Specifications TT-P-1952B. Paint shall be applied in accordance with manufacture's recommendations and the requirements of governing jurisdictions. Pavement marking paint shall be measured and paid in accordance with Item 535, "Hot Applied Thermoplastic Pavement Marking Specification".
- XI. Cleanup of loose aggregate and other construction materials will be required after paving activities are complete. The Contractor will use equipment & methods suitable to the cleanup activity including but not limited to rotary sweepers, vacuum sweepers, and other equally capable equipment, as required by the governing specification or as required by the SAWS inspector.
- SC-2.13 <u>Asphalt Disposal</u>. SAWS encourages the recycling of asphalt. Contractor must submit a description of where and how asphalt generated from a SAWS job will be disposed.
- SC-2.14 <u>Item 208 Salvaging, Hauling, and Stockpiling Reclaimable Asphaltic Pavements.</u> Specification Item 208 shall be modified to include the following requirement:

Any silt fencing required for the protection around stockpile areas shall be inclusive to bid Item 208.2 and no additional payment will be considered.

SC- 3.0 Article IV- Contract Administration

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.
- Rented or leased equipment operated by the Contractor's, or its wholly owned subsidiaries, employees.
- For purposes of determining the value of the Work self-performed, the amount shall
  include all materials incorporated into the Work where the majority of the value of
  the Work involved in incorporating the material is performed by the Contractor's
  own Organization, including wholly owned subsidiary; and
- Labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor code for non-supervisory personnel if the contractor or wholly owned subsidiary maintains direct control over the labor.

The remaining sections of Article IV shall remain the same.

**END OF SECTION** 

# Special Provisions to Technical Specifications

A. Revision to SAWS Standard Specification Item No. 100 (Mobilization)

Item No. 100, "Mobilization" of the SAWS standard specification shall be replaced with the following:

**100.2 MEASUREMENT:** Item No. 100 – Mobilization will not be measured for payment; it shall be considered subsidiary to other bid items.

**100.3 PAYMENT:** Item No. 100 - Mobilization will not be paid for separately and shall be considered subsidiary to other bid items.

All other language in this specification 100 remains in full force.

B. Revision to SAWS Standard Specification Item No. 101 (Preparing Right-of-Way)

Item No. 101, "Preparing Right-of-Way" of the SAWS standard specification shall be replaced with the following:

**101.3 MEASUREMENT:** Preparing Right-of-Way will not be measured for payment.

**101.4 PAYMENT:** Preparing Right-of-Way will not be paid for separately; it shall be considered subsidiary to other bid items.

**NOTE: ADDITIONAL REQUIREMENTS BY SAWS:** Contractor shall adhere to the requirements of the latest City of San Antonio Tree Ordinance. Adherence to the City of San Antonio Tree Ordinance will not be measured and paid for separately, but shall be considered subsidiary to other bid items.

All other language in this specification 101 remains in full force.

C. Item 712 Cleaning and Sealing Joints and Cracks (Asphalt Concrete)

For this project Item 712 "Cleaning and Sealing Joints and Cracks (Asphalt Concrete)" of the TxDOT Standard Specifications is hereby amended with respect to the clauses cited below, and no other clauses or requirements of the Item are waived or changed hereby.

Article 712.2. Materials. This paragraph is void and replaced with the following:

Furnish a hot-applied asphalt material meeting the specifications of Crafco PolyFlex Type 3 or approved equivalent.

712.6 Payment. The work performed and materials furnished in accordance with this Item will be paid at the unit price bid for "Cleaning and Sealing Joints and Cracks" per gallon.