



Dos Rios WRC Electrical System Improvements Project Phase 1

Solicitation Number: CO-00084

Job No.: 14-6504

ADDENDUM 1

August 31, 2016

To Bidder of Record:

This addendum, applicable to work referenced above, is an amendment to the proposal, plans and specifications 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 on the space provided in submitted copies of the bid proposal.

Addendum No. 1 consists of the items as outlined in the following pages. In addition to these items Addendum No. 1 includes one (1) re-issued specification.

CHANGES TO THE SPECIFICATIONS

1. Blank Pages – Inserted the words, “Page Intentionally Left Blank”
2. Page IV, Invitation to Bidders, remove and replace in its entirety with the attached.
3. Page BP-1, Bid Proposal, remove and replace in its entirety with the attached. Bidders should use this version of the Bid Proposal when submitting a bid for this project.
4. Page PC-1, Proposal Certification, remove and replace in its entirety with the attached.
5. Page SS-2, Supplemental Conditions, General Conditions Section
 - a. Replace General Conditions Section with the attached.
6. Page SC-2, Special Conditions, SC9 that reads:

“A Geotechnical Report has been developed for SAWS on this project and upon request will be made available for Contractors for information purposes only. Please Contact (Name of appropriate contracting staff). SAWS will require the execution of a SAWS disclaimer form by the Contractor as a condition of and prior to the release of the report.”

Is amended to read:

“A Geotechnical Report has been developed for SAWS on this project and upon request will be made available for Contractors for information purposes only. Please Contact Diana L. Woltersdorf, Contract Administrator, at 210-233-3372 or Diana.Woltersdorf@saws.org. SAWS will require the execution of a SAWS disclaimer form by the Contractor as a condition of and prior to the release of the report.”

7. Page SC-2, Special Conditions, is amended with the following:

SC10. TWDB Funding - TWDB funds are being sought for this project. All plans and specifications must be approved by TWDB prior to issuance of the notice to proceed.

8. Insert Specification SCH, Schedule of Manufacturers, following Page SC-2, Special Conditions.
9. Section 01150 – Measurement and Pavement, remove and replace in its entirety with the attached.



Ted Stawasz
CP&Y, Inc.



END OF ADDENDUM

INVITATION TO BIDDERS
Solicitation No. CO-00084

Sealed bids are requested by the San Antonio Water System for the construction of electrical improvements for the DOS RIOS WRC ELECTRICAL SYSTEM IMPROVEMENTS - PHASE 1 Project, SAWS Job No. 14-6504.

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 210-233-3372.

For questions regarding this solicitation, technical questions or additional information, please contact Diana Woltersdorf, in writing via email to: diana.woltersdorf@saws.org until **4:00 PM (CT) on September 22, 2016**. Answers to the questions will be posted to the web site by **4:00 PM (CT) on September 28, 2016** as a separate document or included as part of an addendum.

A **mandatory** pre-bid meeting will be held at **10:00 AM (CT) on September 20, 2016** at the San Antonio Water System's Dos Rios Water Recycling Center O&M Building/Cafeteria, 3495 Valley Road, San Antonio, Texas 78221. Please be advised that under no circumstances shall any late or non-attendee(s) to the Mandatory Pre-Bid Meeting be allowed to submit a bid for the project.

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 AM (CT), October 3, 2016**. Bids will then be publicly opened and read aloud in Contract Administration, CR-C137, 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 TWDB 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.

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Clean Water State Revolving Funds (CWSRF) shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Wages to be paid on this project will be governed by the Department of Labor Wage General Decision or Decisions included in the bid documents for this project.

Any contract(s) awarded under this Invitation for Bids is subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act.

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 undersigned proposes to furnish all labor and materials as specified and perform the work required for the project as specified, in accordance with the Plans and Specifications for the following prices to wit:

(PLEASE SEE ATTACHED PDF LIST OF BID ITEMS)

TOTAL BID PRICE \$ _____

Mobilization and Prep of ROW shall be limited to the maximum percentage shown. **If the percentage exceeds the allowable maximum stated for mobilization, SAWS reserves the right to cap the amount at the percentages shown and adjust the extensions of the bid items accordingly.**

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 **600** 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 Bid Proposal which are included on the following pages.

Solicitation Quotes Table

Line No.	Item No.	Quote Category	SOV Item	Item Description	Unit	Quantity	Unit Bid Price	Total Price
1	1	General Sanitary Sewer Bid Items	01.4600.00.0002 - Construction	Trench Excavation and Safety Protection: Total amount for furnishing all labor, materials, tools, equipment, and incidentals required for the development, design, and implementation of a trench safety system as required by the Occupational Safety and Health Administration (OSHA) and the assumption of responsibility for said system, in accordance with the contract documents, complete in place.	LS	1		\$ -
2	2	General Sanitary Sewer Bid Items	01.4600.00.0002 - Construction	13.2 kV Feed: Total amount for furnishing all labor, materials, tools, equipment, and incidentals required for the construction and installation of two new incoming 13.2 kV feed lines, including new utility poles, foundations, manholes, 15kV cables and conduits, and demolition as required by the contract documents, complete in place.	LS	1		\$ -
3	3	General Sanitary Sewer Bid Items	01.4600.00.0002 - Construction	Main Electrical Switchgear Building: Total amount for furnishing all labor, materials, tools, equipment, and incidentals required for the construction and installation of the new electrical switchgear building, including grading, sodding, sidewalks, asphalt pavement, precast building, basement foundation, HVAC, electrical switchgear, instrumentation, cables, conduit, equipment, utility relocation, and demolition as required per the contract documents, complete in place.	LS	1		\$ -
4	4	General Sanitary Sewer Bid Items	01.4600.00.0002 - Construction	Substation #5 & 6 Alternate Feeds: Total amount for furnishing all labor, materials, tools, equip., and incidentals required for construction/installation of alternate feeds from substation #5 & 6, including ductbank and feeders, FEB-1 & 2 improvements and Sectionalizing Cabinets, equip. pads, connections to existing switchgear bldg, electrical transformers, wire, instrumentation, cables, conduit, ductbanks and other equip., and demolition as required per contract documents, complete in place.	LS	1		\$ -
5	5	General Sanitary Sewer Bid Items	01.4600.00.0002 - Construction	Substation #11 & 12 Alternate Feed: Total amount for furnishing all labor, materials, tools, equip. and incidentals required for construction/installation of alternate feed from substation #11 & 12, including, demolition, grading, sidewalks, equip. pads, utility relocations, precast aeration electrical bldg, foundations, electrical transformers, instrumentation, cables, conduit, ductbank, equip., conduit bridges, and demolition as required per contract documents, complete in place.	LS	1		\$ -
6	6	General Sanitary Sewer Bid Items	01.4600.00.0002 - Construction	Generator #1 & 2 Replacement: Total amount for furnishing all labor, materials, tools, equipment, and incidentals required for the construction and installation of two new generators and paralleling gear, including, equipment pads, grading, utility relocation, ductbanks, wire, conduit, equipment, and demolition as required per the contract documents, complete in place.	LS	1		\$ -
7	7	General Sanitary Sewer Bid Items	01.4600.00.0002 - Construction	Emerson (Distribution Control System [DCS]) Package - The total amount for furnishing all labor, programming, testing, incidentals, and training required in accordance with the contract documents, complete in place.	LS	1		\$ -

8	8	General Sanitary Sewer Bid Items	01.4600.00.0002 - Construction	Standby-power generator as required per Specification 01015 for Headworks MCC.	LS	1		\$ -
9	9	General Sanitary Sewer Bid Items	01.4600.00.0002 - Construction	Subsurface Utility Investigation: This item includes all the labor, equipment, tools, materials and incidentals required to complete the task of utility location and depth verification to identify all underground tie-in locations/utility conflicts with proposed improvements. CONTRACTOR shall be required to hydro vacuum extract, hand dig, or otherwise perform the excavation in a manner that does not harm the existing utilities.	LS	1		\$ -
10	10	General Sanitary Sewer Bid Items	01.4600.00.0002 - Construction	Subsurface Utility Relocation: \$50,000 allowance to relocate unforeseen subsurface utilities (not included in project scope). This shall include all labor, equipment, tools, materials and incidentals of task to relocate all underground utility tie-ins/conflicts with proposed improvements and are to be negotiated under contract terms and conditions, complete in place. CONTRACTOR shall be required to hydro vacuum extract, hand dig, or otherwise perform excavation as to not harm existing utilities.	LS	1		\$ -
11	11	General Sanitary Sewer Bid Items	01.4600.00.0002 - Construction	Permitting Fees: Allowance for \$20,000.00 permitting fees associated with the project. This shall include furnishing all labor, materials, tools, equipment and incidentals required to obtain all necessary permits. Contractor to pay and be reimbursed actual amount by SAWS.	LS	1		
12	12	General Sanitary Sewer Bid Items	01.4600.00.0002 - Construction	Pre-startup/Construction Items: \$100,000.00 allowance for unforeseen construction related items (not included in project scope) associated with pre-startup, startup services necessary to provide for an operational and functional system. This shall include furnishing all labor, materials, tools, equipment and incidentals required to construct these project related items at SAWS' request and to be negotiated under contract terms and conditions for complete in place.	LS	1		\$ -
13	13	General Sanitary Sewer Bid Items	01.4600.00.0002 - Construction	Mobilization and Demobilization: This item includes project move-in and move-out of personnel and equipment, for work shall include furnishing all labor, materials, tools, equipment and incidentals required to mobilize, demobilize, bond and insure the Work for the Project, in accordance with the contract documents, complete in place. Maximum of 3% of the total of Line Items 1 through 9.	LS	1		\$ -

PROPOSAL CERTIFICATION

Accompanying this proposal is a Bid Bond or Certified or Cashier's Check 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 **600** 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 and are in conformance with the requirements of the American Iron and Steel provisions of P.L. 113-76. Consolidated Appropriations Act, 2014.

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

Supplemental Conditions

For applicable contracts entered into after January 1, 2016, a new ethics law was enacted by H.B. 1295 in 2015 that prohibits a governmental entity from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties Form 1295. The Texas Ethics Commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.

Please go to the Texas Ethics Commission website. Please view the two videos for Business Entities for further clarification.

https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Article VIII. - Contract Completion Time

Section 8.6 Liquidated Damages for Failure to Complete on Time: of the General Conditions shall be amended as follows:

Add the following to the end of the paragraph:

Liquidated Damages, for the purpose of this contract, will be assessed at \$700.00 per day.

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.

General Conditions

Remove Section 5.7.1.1.8 in its entirety and replace with the following:

Installation Floater - Physical Damage Insurance 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 contract cost contracted herewith. The policy form shall be an All Risk form and shall include coverage for both during transit and while stored at the work site.

Schedule of Manufacturers and Suppliers

The Contract Documents are based upon the equipment or products available for the manufacturers/suppliers denoted as "a", "b", etc., below. Bidder must indicate in the Bid which manufacturer/supplier the bid was based upon and which bid is intended for use for each item of equipment, listed below by circling one of the listed suppliers/manufacturers. If the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

Specification Number	Equipment	Manufacturer or Supplier
11149 2.01	Sump Pumps	<ul style="list-style-type: none"> a. Flowserve b. Flygt Corporation c. KSB, Inc. d. Ebara e. Owner Approved equal
16231 2.01	Packaged Engine Generator Systems	<ul style="list-style-type: none"> a. Caterpillar b. Cummins
16232 2.02	Emergency Generator Paralleling Gear Systems	<ul style="list-style-type: none"> a. Russelectric b. ASCO c. Caterpillar
16345 2.01	Medium Voltage Metal-Clad Switchgear	<ul style="list-style-type: none"> a. Eaton Cutler-Hammer b. Siemens c. Square D
16346 2.01	Medium Voltage Sealed Deadfront Distribution Switchgear	<ul style="list-style-type: none"> a. S & C Electric b. G & W Electric
17400 2.01	Control Panels	<ul style="list-style-type: none"> a. Hoffman Engineering Company b. Rittal

SECTION 01150

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This section defines the method that will be used to determine the quantities of Work performed or materials supplied and establish the basis upon which payment will be made.

1.02 PRICE PROPOSAL

- A. Required items of Work and incidentals necessary for the satisfactory completion of the Project shall be considered incidental to the specified Work required under this contract and shall be considered as included in the unit prices for the various price items. The CONTRACTOR shall prepare his price accordingly to allow for such items:
 - 1. Not specifically listed in the price proposal form.
 - 2. Not specified in this section to be measured or to be included in one of the items listed in the price proposal form.
 - 3. To include CONTRACTOR's overhead and profit.
- B. Work includes the furnishing of all labor, materials, equipment, tools, and related items for performing all operations required to complete the Project satisfactorily in place, as specified by the contract documents.

1.03 RELATED WORK

- A. Section 01300 – Submittals
- B. Section 01370 – Schedule of Values

1.04 PRICE ITEMS DESCRIPTION

- A. Price Item No. 1 – Trench Excavation and Safety protection. The total amount for furnishing all labor, materials, tools, equipment, and incidentals required for the development, design, and implementation of a trench safety system as required by the Occupational Safety and Health Administration (OSHA) and the assumption of responsibility for said system, in accordance with the contract documents, complete in place.

- B. Price Item No. 2 – (IP Drawing Series) 13.2 kV Feed: Total amount for furnishing all labor, materials, tools, equipment, and incidentals required for the construction and installation of two new incoming 13.2 kV feed lines, including new utility poles, foundations, manholes, 15kV cables and conduits, and demolition as required by the contract documents, complete in place.

The scope of such as items includes but is not limited to the following:

- a. Install two (2) new underground feeders from incoming 13.2kV overhead service to the new site Main Electrical Switchgear Building,
- b. Replace SAWS 13.2kV overhead utility service feeder and appurtenances,
- c. Miscellaneous Demolition.

- C. Price Item 3 - (SB Drawing Series) Main Electrical Switchgear Building: Total amount for furnishing all labor, materials, tools, equipment, and incidentals required for the construction and installation of the new electrical switchgear building, including grading, sodding, sidewalks, asphalt pavement, precast building, basement foundation, HVAC, electrical switchgear, instrumentation, cables, conduit, equipment, utility relocation, and demolition as required per the contract documents, complete in place.

The scope of such as items includes but is not limited to the following:

- a. Site grading, paving and drainage as required to accommodate the new structure. Installation of asphalt driveway, and rerouting of existing electrical ductbank as shown on the contract drawings.
- b. Construct one (1) 90-ft by 40-ft precast type building with below grade cable vault constructed to house the incoming/outgoing feeders, complete in place, with access driveways, sidewalks, sumps, pumps, and all associated appurtenances.
- c. Architectural and HVAC/mechanical improvements
- d. All Electrical Equipment, Switchgear, RIOs Controllers, conduit, duck banks, manholes, appurtenances, and factory witness testing as required by specifications.
- e. Miscellaneous Demolition.

- D. Price Item No. 4 – (S5 Drawings Series) Substation #5 & 6 Alternate Feeds: Total amount for furnishing all labor, materials, tools, equip., and incidentals required for construction/installation of alternate feeds from substation #5 & 6, including ductbank and feeders, FEB-1 & 2 improvements and Sectionalizing Cabinets, equip. pads, connections to existing switchgear bldg, electrical transformers, wire, instrumentation, cables, conduit, ductbanks and other equip., and demolition as required per contract documents, complete in place.

The scope of such as items includes but is not limited to the following:

- a. Demolition of Substation No. 5 & 6
- b. All Electrical Equipment, MCCs, RIOs Controllers, conduit, duck banks, and appurtenances.
- c. Miscellaneous Equipment Pads, Electrical equipment, conduit, ductbank, manholes and electrical equipment.

- E. Price Item No. 5 – (AB Drawing Series) Substation #11 & 12 Alternate Feed: Total amount for furnishing all labor, materials, tools, equip. and incidentals required for construction/installation of alternate feed from substation #11 & 12, including, demolition, grading, sidewalks, equip. pads, utility relocations, precast aeration electrical bldg, foundations, electrical transformers, instrumentation, cables, conduit, ductbank, equip., conduit bridges, and demolition as required per contract documents, complete in place.

The scope of such as items includes but is not limited to the following:

- a. One (1) 40-ft by 20-ft precast type building, slab on grade, complete in place, with access driveway, sidewalks, and all associated appurtenances.
- b. Piping, valves, and associated appurtenances required for the utility relocation of existing 42-in spike line and 16-in water line.
- c. All Electrical Equipment, MCCs, RIOs Controllers, conduit, duct banks, and appurtenances.
- d. Miscellaneous Equipment Pads, Electrical equipment, conduit, ductbank, manholes and electrical equipment.

- F. Price Item No. 6 - (EP Drawing Series) Generator #1 & 2 Replacement: Total amount for furnishing all labor, materials, tools, equipment, and incidentals required for the construction and installation of two new generators and paralleling gear, including, equipment pads, grading, utility relocation, ductbanks, wire, conduit, equipment, and demolition as required per the contract documents, complete in place.

The scope of such as items includes but is not limited to the following:

- a. Two (2) 480 V Generators, paralleling gear, and associated appurtenances.
- b. Miscellaneous site grading, crushed gravel, new water pipe and appurtenances, concrete pads, access stairs, FRP grating, handrail, and demolition.
- c. Factory Witness Testing of Generators

- G. Price Item No. 7 – Emerson (Distribution Control System [DCS]) Package - The total amount for furnishing all labor, programming, testing, incidentals, and training required in accordance with the contract documents, complete in place.

- H. Price Item No. 8 – Standby-power generators as required per specification 01015 for the Headworks MCC.

- I. Price Item No. 9 – Subsurface Utility Investigation

1. Description – This item will be for subsurface utility investigations as related to this project. This includes all the labor, equipment, tools, materials and incidentals required to complete the task of utility location and depth verification to identify all underground tie-in locations and underground utility conflicts with the proposed improvements. CONTRACTOR shall be required to hydro vacuum extract, hand dig, or otherwise perform the excavation in a manner that does not harm the existing utilities.

- J. Measurement – Measurement of the Price Item No. 1 through 9 will be by the lump sum as the work progresses.
- K. Payment – This item will be paid for at the contract lump sum price for work performed in accordance with the Schedule of Values. The lump sum will be pro-rated based on the percentage of work successfully completed. Payment for delivered or stored items will be allowed for major equipment and materials. No partial payments will be made for materials and equipment delivered or stored unless Shop Drawings and preliminary operation and maintenance manuals are acceptable to the OWNER. Only approved materials stored on the job site will be eligible for partial payments. All partial payments shall be approved by the OWNER. Materials that will not be paid for prior to installation include, but are not limited to, bulk quantities such as nails, fasteners, conduits, conductors, concrete, steel reinforcement, formwork, sand and gravel.

The CONTRACTOR's request for payments for materials stored on the job site shall include copies of paid invoices provided by approved supply sources in accordance with the General Conditions of the Contract. Payment for materials stored on the job site shall be based upon the costs listed in the supplier's paid invoices and shall be in accordance with the General Conditions of the Contract.

A maximum payment of 85% will be allowed for stored items, the remaining 15% will be paid upon delivery of the approved final O&M manuals. Equipment and materials shall not be installed or put into place before final O&M manuals have been received.

Payment for installed equipment shall not be more than 85% of the installed cost until the training materials have been submitted and training has been completed to the satisfaction of OWNER."

The CONTRACTOR is required to provide a cash flow projection or forecast from which cash flow graphs and charts can easily be generated and updated. The projection may be developed in Microsoft Excel or any other acceptable software. The cash flow projection must be structured in a table format and must clearly indicate the following:

- a. Period of cash flow projection
- b. Monthly budget
- c. Cumulative budget
- d. Monthly actual
- e. Cumulative actual

With each pay estimate, the CONTRACTOR shall also furnish baselined progress schedules that can be cross-referenced with the Schedule of Values (SOV) and Cash Flow Projection. The cash flow projections shall reflect the progress claimed on the progress schedule. Schedules shall be in accordance with Section 01300, Submittals.

Redlines/record drawings along with Construction Photographs shall be furnished with each monthly pay estimate as required per Specification 01322.

The CONTRACTOR shall provide all labor, supervision, tools, equipment, and materials necessary to furnish, install and complete tasks associated with Price Item No. 1 through 9.

- L. Price Item No. 10 – Subsurface Utility Relocation Allowance
 1. Description – Relocate unforeseen subsurface utilities (not included in project scope). This shall include all labor, equipment, tools, materials and incidentals of task to relocate all underground utility tie-ins/conflicts with proposed improvements and are to be negotiated under contract terms and conditions, complete in place. CONTRACTOR shall be required to hydro vacuum extract, hand dig, or otherwise perform excavation as to not harm existing utilities.
 2. Measurement – Measurement of the item "Subsurface Utility Relocations" will be by allowance and shall not exceed \$50,000.
 3. Payment – Payment of this item shall be negotiated through Request for Proposal process. The terms of payment for the Contractor services shall be in accordance with the Contract's terms and conditions.

- M. Price Item No. 11 – Permitting Allowance
 1. Description – This item shall be for the permitting fees associated with the Dos Rios WRC Electrical System Improvements Project – Phase 1 scope. This shall include furnishing all labor, materials, tools, equipment and incidentals required to obtain all necessary permits for the Work for the Dos Rios WRC Electrical System Improvements Project, in accordance with the contract documents, complete in place.
 2. Measurement – Measurement of the item "Permitting Fees" will be by allowance and shall not exceed \$20,000.
 3. Payment – Payment of this item shall be a reimbursement to the CONTRACTOR for the permitting fees. Reimbursement amount shall be the actual fees incurred for obtaining the permits associated with the project scope. CONTRACTOR shall provide permit receipts to OWNER for reimbursement.

- N. Price Item No. 12 – Pre-startup/Construction Items Allowance
 1. Description – \$100,000 Allowance for unforeseen construction related items (not included in project scope) associated with pre-startup, startup services necessary to provide for an operational and functional system. This shall include furnishing all labor, materials, tools, equipment and incidentals required to construct these project related items at SAWS' request.
 2. Measurement – Measurement of the item "Construction Items" will be by allowance and shall not exceed \$100,000.
 3. Payment – Payment of this item shall be negotiated through Request for Proposal process. The terms of payment for the Contractor services shall be in accordance with the Contract's terms and conditions.

- O. Price Items No. 13 – Mobilization and Demobilization
1. Description –This item includes project move-in and move-out of personnel and equipment, for work shall include furnishing all labor, materials, tools, equipment and incidentals required to mobilize, demobilize, bond and insure the Work for the Project, in accordance with the contract documents, complete in place. Maximum of 3% of the total of Line Items 1 through 9.
 2. Measurement - Measurement of the item "Mobilization" will be by the lump sum as the work progresses. Mobilization price amount for the project shall be limited to a maximum of 3 percent of the subtotal of price amount.
 3. Payment - Partial payments of the lump sum price for mobilization will be as follows:
 - a. When 1% of the adjusted contract amount for construction items (which is defined as the total contract amount less the lump sum price for mobilization) is earned, 50% of the mobilization lump sum price or 5% of the total contract amount, whichever is less, will be paid. Insurance and bonds will be paid on the initial request for payment under a sub-heading to mobilization entitled "Insurance and Bonds". The amount paid for insurance and bonds will not exceed 3% of the total contract amount for construction items. Receipts or other proof of payment for the full amount of compensation requested under the sub-heading of "Insurance and Bonds" shall be provided to the OWNER with the request for payment.
 - b. When 5% of the adjusted contract amount for construction items is earned, 75% of the mobilization lump sum price or 10% of the total contract amount, whichever is less will be paid.
 - c. When 10% of the adjusted contract amount for construction items is earned, 90% of the mobilization lump sum price or 15% of the total contract amount, whichever is less will be paid.
 - d. No payments on mobilization will be made until the following documents are submitted and approved by the OWNER:
 - (i) Health and Safety Plan,
 - (ii) Quality Assurance / Quality Control Plan,
 - (iii) Pre-Construction Video,
 - (iv) Schedule of Values and
 - (v) Construction Schedule (to include Submittal Schedule and Sequence of Construction).
 - e. Upon completion of all work under this contract, payment for the remainder of the lump sum price for mobilization will be made.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION