



**SAN ANTONIO WATER SYSTEM  
OLMOS BASIN CENTRAL WATERSHED  
SEWER RELIEF LINE (C-3) SEWER REHABILITATION AT THE  
UNIVERSITY OF THE INCARNATE WORD**

**SAWS JOB NO. 08-2512  
SOLICITATION NO. CO-00066**

**ADDENDUM NO. 1**

**October 28, 2016**

**BID OPENING: November 2, 2016; 2:00 p.m. Central Time**

**Consulting Engineer: Weston Solutions, Inc. TBPE Registration No. F-3123**

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 bid proposal.

Addendum No. 1 consists of 6 items on 14 pages.

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

**Item 1: Contractor's Bid Packet Checklist**

- a) DELETE Contractor's Bid Packet Checklist (BC); (1 page)
- b) ADD the attached Contractor's Bid Packet Checklist (BC); (1 page). The following change was made:
  - Record of Performance form has been added as page RP-1.

**Item 2: Bid Proposal**

- a) DELETE Bid Proposal in its entirety, (BP-1 to BP-3); (3 pages)
- b) ADD the attached Bid Proposal. The following changes were made:
  - Item Nos. 16,17, and 18 Daily Bypass, Fuel, Manning of Bypass Pumps are now Item Nos. 40, 41, and 42 respectively.
- c) CLARIFICATION: Item No. 19 refers to cleaning the existing 42-inch single-barrel siphon on Line "A" immediately downstream of MH 10778A. The intent of this pay item is to perform siphon cleaning from the existing outlet structure shown on sheet C-01.

**Item 3: Record of Performance**

- a) ADD the attached page RP-1 Record of Performance after page BP-3.

**Item 4: Contract**

- a) DELETE pages CA-1 and CA-2.
- b) ADD the attached pages CA-1 and CA-2.

**Item 5: Special Conditions**

- a) DELETE Special Conditions in its entirety; pages SC-1 to SC-4; (4 pages).
- b) ADD the attached Special Conditions. The following changes were made:
  - Paragraph b. was updated to include date for Alamo Heights Night on April 21, 2017.

- Paragraph g. was updated to clarify references to Interim Demobilization/Remobilization at the end of paragraph.
- Paragraph i. was added to reference the availability of record drawings for this project.

**B. Drawing Revisions:**

**Item 1: Drawing Sheet G-02; General Notes**

- a) DELETE note 1 under EROSION AND SEDIMENTATION CONTROL.
- b) ADD the following text as note 1 under EROSION AND SEDIMENTATION CONTROL:

“1. THIS PROJECT IS PART OF A LARGER PLAN OF DEVELOPMENT AND MEETS THE CRITERIA FOR PREPARATION OF A STORMWATER POLLUTION PREVENTION PLAN (SWPPP). THE CONTRACTOR SHALL PREPARE A SWPPP IN ACCORDANCE WITH CITY OF SAN ANTONIO CONSTRUCTION STORMWATER ORDINANCE. ALL ACTIVE, PERMITTED CONSTRUCTION SITES WILL NEED TO HAVE A SWPPP WITH ALL DOCUMENTS DESIGNED AND SIGNED BY EITHER A LICENSED ENGINEER (TEXAS), CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENTATION CONTROL (CPESC) OR LICENSED LANDSCAPE ARCHITECT. ADDITIONALLY, EROSION CONTROL BEST MANAGEMENT PRACTICE INSPECTIONS CAN ONLY BE PERFORMED BY LICENSED ENGINEERS, CPESC, CERTIFIED EROSION, SEDIMENT AND STORMWATER INSPECTOR (CESSWI) OR CERTIFIED INSPECTOR OF SEDIMENT AND EROSION CONTROL (CISEC). CONSTRUCTION SITES OPERATING WITHOUT SIGNED SWPPPs OR WHOSE INSPECTIONS ARE NOT CONDUCTED BY A CERTIFIED INSPECTOR MAY FACE COMPLIANCE ACTIONS UP TO A STOP WORK ORDER AND/OR FINES.”

This Addendum, including these 2 pages, is 14 pages in its entirety, with the following attachments.

Attachments

1. Contractor’s Bid Packet Checklist; (1 page; AD-3)
2. Bid Proposal; (3 pages; AD-4 to AD-6)
3. Record of Performance; page RP-1 (1 page; AD-7)
4. Contract, pages CA-1 and CA-2; (2 pages; AD-8, AD-9)
5. Special Conditions, SC-1 to SC-4; (4 pages, AD-10 to AD-13)
6. Question and Answer; (1 page; AD-14)



*S. Irrinki*

10/28/16

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Approved by ENGINEER  
WESTON SOLUTIONS, INC.,  
TEXAS REGISTERED ENGINEERING FIRM F-3123

**ADDENDUM No. 1**

**CONTRACTOR'S BID PACKET CHECKLIST Olmos  
Basin Central Watershed Sewer Relief Line (C-3) Sewer  
Rehabilitation at the University of the Incarnate Word SAWS  
Job No. 08-2512  
SAWS Solicitation No. CO-00066**

**Items to be included for Submittal with Bid:**

- Bid proposal and Acknowledgement of All Addendums
- Proposal Certification; page PC-1
- Bid Bond/Cashier's Check
- Statement on President's Executive Orders – Page IB 6 or 7
- Good Faith Effort Plan
- Conflict of Interest Questionnaire - Form CIQ
- Proof of Insurability (Letter from Insurer or Sample Certificate of Insurance)
- W-9
- Record of Performance/Similar Projects; page RP-1
- Baseline Schedule

**Items to be submitted by Apparent Low Bidder (see Instructions to Bidders, Page IB-7, #24):**

- Company Information Packet
- Statement regarding ability to complete the project

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 Demobilization shall be limited to the maximum percentage shown. If the percentage exceeds the allowable maximum stated for mobilization and demobilization, 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 **one-hundred and eighty (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 Bid Proposal which are included on the following pages

Quotes								
Line No.	Item No.	Quote Category	SOV Item	Item Description	Unit	Quantity	Unit Bid Price	Total Price
1	200	General Sanitary Sewer Bid Items		FLEXIBLE BASE, 4-INCH COMPACTED DEPTH	SY	2,500	\$	\$
2	202.1	General Sanitary Sewer Bid Items		PRIME COAT APPLICATION. COMPLETE AND IN-PLACE	GAL	96	\$	\$
3	203.1	General Sanitary Sewer Bid Items		TACK COAT APPLICATION. COMPLETE AND IN-PLACE	GAL	48	\$	\$
4	208.1	General Sanitary Sewer Bid Items		SALVAGING, HAULING AND STOCKPILING RECLAIMABLE ASPHALTIC PAVEMENT (2" DEPTH)	SY	480	\$	\$
5	205.4	General Sanitary Sewer Bid Items		HOT MIXED ASPHALTIC CONCRETE PAVEMENT "D" (2" COMPACTED DEPTH)	SY	480	\$	\$
6	530.1	General Sanitary Sewer Bid Items		BARRICADES, SIGNS, AND TRAFFIC HANDLING	LS	1	\$	\$
7	550	General Sanitary Sewer Bid Items		TRENCH EXCAVATION SAFETY PROTECTION (ALL DEPTHS)	LF	45	\$	\$
8	540	General Sanitary Sewer Bid Items		STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND EXECUTION	LS	1	\$	\$
9	540	General Sanitary Sewer Bid Items		TEMPORARY SEDIMENT CONTROL FENCE (SILT FENCE)	LF	45	\$	\$
10	540	General Sanitary Sewer Bid Items		CONSTRUCTION ENTRANCE/EXITS (INSTALL/REMOVE)	LS	1	\$	\$
11	801.1	General Sanitary Sewer Bid Items		TREE AND LANDSCAPE PROTECTION	LS	1	\$	\$
12	854	General Sanitary Sewer Bid Items		INSTALLATION OF TWO-WAY CLEANOUT	EA	3	\$	\$
13	854.1	General Sanitary Sewer Bid Items		SERVICE LATERALS	LF	50	\$	\$
14	864-S1	General Sanitary Sewer Bid Items		BY-PASS PUMPING ( LESS THAN 24-INCH DIAM.)	LS	1	\$	\$
15	864-S2	General Sanitary Sewer Bid Items		BY-PASS PUMPING (24-INCH DIAM. OR GREATER)	LS	1	\$	\$
16	866	General Sanitary Sewer Bid Items		15-INCH SANITARY SEWER CLEANING AND TELEVISION BEFORE REHABILITATION	LF	554	\$	\$
17	866	General Sanitary Sewer Bid Items		18-INCH SANITARY SEWER CLEANING AND TELEVISION BEFORE REHABILITATION	LF	1,716	\$	\$
18	866	General Sanitary Sewer Bid Items		LINE "B" 18-INCH SANITARY SEWER CLEANING AND TELEVISION (EXISTING SIPHON PIPE). INCLUSIVE OF DEWATERING AND DEPOSIT REMOVAL AND DISPOSAL	LF	88	\$	\$
19	866	General Sanitary Sewer Bid Items		LINE "A" 42-INCH SANITARY SEWER CLEANING AND TELEVISION (EXISTING DOWNSTREAM SIPHON PIPE). INCLUSIVE OF DEWATERING AND DEPOSIT REMOVAL AND DISPOSAL	LF	100	\$	\$
20	866	General Sanitary Sewer Bid Items		54-INCH SANITARY SEWER CLEANING AND TELEVISION BEFORE REHABILITATION	LF	1,953	\$	\$
21	866	General Sanitary Sewer Bid Items		15-INCH SANITARY SEWER CLEANING AND TELEVISION POST REHABILITATION	LF	554	\$	\$
22	866	General Sanitary Sewer Bid Items		18-INCH SANITARY SEWER CLEANING AND TELEVISION POST REHABILITATION	LF	1,716	\$	\$
23	866	General Sanitary Sewer Bid Items		54-INCH SANITARY SEWER CLEANING AND TELEVISION POST REHABILITATION	LF	1,953	\$	\$
24	1103	General Sanitary Sewer Bid Items		POINT REPAIRS FOR 15" OR 18" DIA. (ALL DEPTHS) INCLUDING UP TO 20 LF OF PIPE	EA	1	\$	\$

Quotes								
Line No.	Item No.	Quote Category	SOV Item	Item Description	Unit	Quantity	Unit Bid Price	Total Price
25	1103	General Sanitary Sewer Bid Items		POINT REPAIRS FOR 15" OR 18" DIA. (ALL DEPTHS), EXTRA LENGTH	LF	15	\$	\$
26	1103	General Sanitary Sewer Bid Items		POINT REPAIRS FOR 54" DIA. (ALL DEPTHS) INCLUDING UP TO 20 LF OF PIPE	EA	1	\$	\$
27	1103	General Sanitary Sewer Bid Items		POINT REPAIRS FOR 54" DIA. (ALL DEPTHS), EXTRA LENGTH	LF	10	\$	\$
28	1109	General Sanitary Sewer Bid Items		LATERAL RECONNECTION	EA	1	\$	\$
29	851	General Sanitary Sewer Bid Items		ADJUSTING EXISTING MANHOLES	EA	16	\$	\$
30	910.1	General Sanitary Sewer Bid Items		MANHOLE REHABILITATION	VF	164	\$	\$
<b>FOR ITEMS 31 THROUGH 36 BIDDERS WILL EITHER PROVIDE A BID FOR 901 OR 905, NOT BOTH</b>								
31	901.1	General Sanitary Sewer Bid Items		CURED-IN-PLACE PIPE (CIPP) SANITARY SEWER PIPE (STEAM/WATER CURED) , 15" DIA. HOST PIPE	LF	554	\$	\$
32	901.1	General Sanitary Sewer Bid Items		CURED-IN-PLACE PIPE (CIPP) SANITARY SEWER PIPE (STEAM/WATER CURED) , 18" DIA. HOST PIPE	LF	1,595	\$	\$
33	901.1	General Sanitary Sewer Bid Items		CURED-IN-PLACE PIPE (CIPP) SANITARY SEWER PIPE (STEAM/WATER CURED) , 54" DIA. HOST PIPE	LF	1,953	\$	\$
<b>OR</b>								
34	905.1	General Sanitary Sewer Bid Items		CURED-IN-PLACE PIPE (CIPP) SANITARY SEWER PIPE (UV LIGHT CURED) , 15" DIA. HOST PIPE	LF	554	\$	\$
35	905.1	General Sanitary Sewer Bid Items		CURED-IN-PLACE PIPE (CIPP) SANITARY SEWER PIPE (UV LIGHT CURED) , 18" DIA. HOST PIPE	LF	1,595	\$	\$
36	905.1	General Sanitary Sewer Bid Items		CURED-IN-PLACE PIPE (CIPP) SANITARY SEWER PIPE (UV LIGHT CURED) , 54" DIA. HOST PIPE	LF	1,953	\$	\$
37	100	General Sanitary Sewer Bid Items		MOBILIZATION /DEMOBILIZATION - THIS ITEM INCLUDES PROJECT MOVE-IN AND MOVE-OUT OF PERSONNEL AND EQUIPMENT, AND SHALL INCLUDE FURNISHING ALL LABOR, MATERIALS, TOOLS AND 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 10% OF ITEMS 1-33 (STEAM/WATER-CURED) OR ITEMS 1-30, 34-36 (UV-CURED).	LS	1	\$	\$
38	101	General Sanitary Sewer Bid Items		PREPARATION OF RIGHT-OF-WAY. MAXIMUM OF 5% OF ITEMS 1-33 (STEAM/WATER-CURED) OR ITEMS 1-30, 34-36 (UV-CURED).	LS	1	\$	\$
39	100.1	General Sanitary Sewer Bid Items		INTERMEDIATE DEMOB/REMOB	EA	2	\$	\$
40	864	General Sanitary Sewer Bid Items		DAILY BYPASS RENTAL EQUIPMENT (INTERMEDIATE DEMOB/REMOB)	MD	10	\$	\$
41	864	General Sanitary Sewer Bid Items		DAILY FUEL (INTERMEDIATE DEMOB/REMOB)	MD	10	\$	\$
42	864	General Sanitary Sewer Bid Items		DAILY MANNING OF THE BYPASS PUMPS (INTERMEDIATE DEMOB/REMOB)	MD	10	\$	\$

**RECORD OF PERFORMANCE**

**RECORD OF PERFORMANCE**

In order to make a responsive Bid, the Bidder, or the Bidder's subcontractor, must provide evidence of a minimum of three (3) successful projects, completed in the last five (5) years, for the criteria listed below:

- Installation of UV cured-in-place piping or steam/water-cured in place piping (based upon method chosen by Bidder)

As provided in the space below, indicate the project name, owner contact name and telephone number, date completed, and attributes of the project. All questions must be answered comprehensively. Attach additional sheets as necessary.

**A minimum of three (3) similar projects (insert experience based upon technology selected in bid):**

- of UV Cured-In-Place Pipe, regardless of diameter, of which one project shall be 24-inches or larger pipe, within the last 5 years.

-- OR --

- of Water/ Steam Cured-In-Place Pipe, regardless of diameter, of which one project shall be 24-inches or larger pipe, within the last 5 years.

**Project Name/ Owner (Contact and Phone No.)/ Completion Date/ Pipe Diameter and Linear Feet**

1) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**END OF FORM**

# CONTRACT

«Contract\_No»

«Job\_No»

STATE OF TEXAS §  
COUNTY OF BEXAR §

## KNOW ALL MEN BY THESE PRESENTS:

That this Agreement made and entered into this «Board Date» day of «Board Month», A.D.«Board Year»,by and between **THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES**, hereinafter called **THE SAN ANTONIO WATER SYSTEM, COUNTY OF BEXAR, STATE OF TEXAS**, Acting through its Contracting Officer, First Party, hereinafter termed the Owner, and «Company Name», of the City of «City», County of «County», State of «State », Second Party, hereinafter termed the Contractor.

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said First Party, (Owner), the said Second Party, (Contractor), hereby agrees with the First Party to commence and complete the construction of certain improvements in the amount of «Written Contract Amt» Dollars «Formatted Price», for the San Antonio Water System Job No(s). «Job\_No», dated «Bid Opening Date», the same being designated as San Antonio Water System Project «Project Name».

The Contractor shall perform all work shown on the Plans and described Specifications and shall meet all requirements of this Agreement, The General and Special Conditions of the Agreement; and such Orders and Agreements for Extra Work as may subsequently be entered by the above named parties to this Agreement.

The Contractor shall not offer, confer, or agree to confer any benefit or gift to any San Antonio Water System employee and Water System employees are prohibited from soliciting, accepting or agreeing to accept any gifts from outside sources; please see Section M. – Gifts or Benefits of the Water System’s Code of Ethical Standards. Section M of the Water System’s Code of Ethical Standards regarding Gifts or Benefits is available on the SAWS Business Center website.

The Contractor hereby agrees to commence work under this Contract on the date indicated in the SAWS written Authorization to Proceed. Under no circumstances shall the work commence prior to the Contractor's receipt of SAWS issued, written Authorization to Proceed. Computation of Contract Time will begin on the construction start date as indicated on the written Authorization to Proceed. All work specified in these Contract Documents shall be completed within «Calendar Days» calendar days from the construction start date indicated on the written Authorization to Proceed.

It is agreed and understood by the Owner and the Contractor that the provisions of Chapter 252, Texas Local Government Code, and/or Chapter 2269, Texas Government Code (as amended) apply to this contract. As applicable, the terms of the aforementioned state law are incorporated herein by reference. Contractor and Owner agree that pursuant to state law, Owner authorizes its duly designated administrative officer (Contracting Officer) to negotiate change orders up to and including the amount of \$100,000.00. It is also agreed and understood that any change orders which increase the cost of the work provided under the contract in excess of 25% of the original contract price are prohibited. The cost of the work provided under the contract may be decreased over 25% of the original contract price with the consent of the Contractor.

The Owner agrees to pay the Contractor in current funds, and to make payments on account, for the performance of the work in accordance with the Contract, at the prices set forth in the Contractor's Proposal, subject to additions and deductions, all as provided in the General Conditions of the Agreement.



The following documents, together with this Contract, comprise the Agreement, and they are as fully a part thereof as if herein repeated in full:

- The Invitation to Bidders or Invitation for Competitive Sealed Proposals
- The Instructions to Bidders or Instructions to Respondents
- The Supplementary Instructions to Respondents (if applicable)
- The Bid Proposal or Price Proposal
- The Payment Bond
- The Performance Bond
- The General Conditions of the Contract
- The Special Conditions of the Contract
- The Supplemental Conditions of the Contract
- The Construction Specifications
- The Standard Drawings
- Addenda
- Change Orders
- Good Faith Effort Plan

The Plans, designated San Antonio Water System Project «Job\_No»; «Project\_Name».

In witness thereof of the Parties of these presents have executed this Agreement in the year and day of first above written.

**SAN ANTONIO WATER SYSTEM BOARD  
OF TRUSTEES, OWNER**

By \_\_\_\_\_

**«Contracting\_Director»**

Director - Contracting

Date: \_\_\_\_\_

By \_\_\_\_\_

*Contractor*

By \_\_\_\_\_

*(Signature)*

\_\_\_\_\_  
*(Print/Type Name)*

Title \_\_\_\_\_

Date: \_\_\_\_\_

**SPECIAL CONDITIONS**

Special Project procedures are required from the CONTRACTOR as specified herein. The CONTRACTOR shall implement and maintain these procedures at the appropriate time, prior to and during performance of the work. CONTRACTOR shall complete the Work in a manner that does not unreasonably impact the University of the Incarnate Word campus, Headwaters Sanctuary, The Village, including impact to student activities, campus construction, campus amenities, athletic fields, vegetation, and pedestrian and vehicular access.

The following special construction conditions and requirements shall apply to the Project:

- a. Consent Decree Notice Provision. The San Antonio Water System (“SAWS”), the United States of America and the State of Texas have entered into a Consent Decree in Civil Action No. 5:13-cv-00666- DAE, United States of America and State of Texas v. San Antonio Water System, in the United States District Court for the Western District of Texas, San Antonio Division (the “Consent Decree”). A copy of the Consent Decree is available at

<http://www.saws.org/Infrastructure/EPA/download.cfm>

Work performed pursuant to this contract is work that SAWS is required to perform pursuant to the terms of the Consent Decree. In the event of any conflict between the terms and provisions of this Consent Decree Notice Provision and any other terms and provisions of this Contract or the Contract Documents, the terms and provisions of this Consent Decree Notice Provision shall prevail.

1. Retention of Documents. Contractor shall retain and preserve all non-identical copies of all documents, reports, research, analytical or other data, records or other information of any kind or character (including documents, records, or other information in electronic form including, but not limited to e-mails) in its or its sub-contractors’ or agents’ possession or control, or that come into its or its sub- contractors’ or agents’ possession or control, and that relate in any manner to this contract, or the performance of any work described in this contract (the “Information”). This retention requirement shall apply regardless of any contrary corporate or institutional policy or procedure or legal requirement. Contractor, Contractor’s sub-contractors and agents shall retain and shall not destroy any of the Information until such time as Contractor has received written approval from the General Counsel of SAWS that the Information or any part of the Information may be destroyed. Contractor shall, within 30 days after receipt of a written request by SAWS, deliver the Information to SAWS. Contractor shall instruct and require its agents and sub-contractors performing any part of the work described in this contract to comply with the requirements of this paragraph.
2. Notification of Events That May Cause Delay. If any event occurs that may delay performance by Contractor, or Contractor’s agents or sub-contractors of any work or obligation of any kind under this contract, Contractor shall provide notice in accordance with the Notice Provisions of this contract to SAWS within two (2) business days of the date Contractor or Contractor’s agents or sub-contractors first knew that the event might

cause a delay. Contractor shall provide a written explanation and description of the reasons for the delay, the anticipated duration of the delay, all actions taken or to be taken to prevent or minimize the delay, and a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay. TIME IS OF THE ESSENCE in the performance of the requirements of this paragraph and of any work to be performed by the Contractor in this contract.

3. Liability for stipulated penalties.

The Consent Decree provides that the United States of America, the United States Environmental Protection Agency and the State of Texas may assess stipulated penalties against SAWS upon the occurrence of certain events. To the extent that Contractor or Contractor's agents or sub-contractors cause or contribute to, in whole or in part, the assessment of any stipulated penalty against SAWS, Contractor agrees that it shall pay to SAWS the full amount of any stipulated penalty assessed against and paid by SAWS that is caused or contributed to in whole or in part by any action, failure to act, or failure to act within the time required by any provision of this contract. Contractor shall also pay to SAWS all costs, attorney fees, expert witness fees and all other fees and expenses incurred by SAWS in connection with the assessment or payment of any such stipulated penalties, or in contesting the assessment or payment of any such stipulated penalties. In addition to any and all other remedies to which SAWS may be entitled at law or in equity, Contractor expressly authorizes SAWS to withhold all amounts assessed and paid as stipulated penalties, and all associated costs, fees, or expenses from any amount unpaid to Contractor under the terms of this contract, or from any retainage provided in the contract.

- a. Working Hours. Working hours within the City of Alamo Heights are Monday through Friday 8:00 AM to 5:00 PM. CONTRACTOR shall coordinate with Pat Sullivan, Alamo Heights Public Works Director, at 210-822-5106 for permission to work in Alamo Heights outside of those hours.
- b. Coordination with Others. The site will require the CONTRACTOR to coordinate and provide advance notice of work to the University of the Incarnate Word (UIW) campus, The Village, and Headwaters Coalition, property owner at 201 Patterson Avenue, and City of Alamo Heights, as required for work within the various areas of the project so that the project can be completed in an orderly and coordinated manner, reasonably free of significant disruption to any party. The OWNER can take part in coordination efforts and community outreach, however, it is the responsibility of the CONTRACTOR to coordinate with the OWNER and notify affected campus personnel accordingly. The CONTRACTOR shall be prepared to work around special events that may arise from Headwaters at Incarnate Word, Sisters of the Incarnate Word, and the University of the Incarnate Word including Alamo Heights Night scheduled for April 21, 2017.

SAWS had executed a Right of Entry (ROE) Agreement with the following Incarnate word entities for the purposes of televising, cleaning, and repairing of the sanitary sewer facilities, together with bypass pumping activities occurring on their respective properties. The ROE Owner Contacts are summarized below:

Headwaters at Incarnate Word

Pamela Ball  
Associate Director  
210-828-2224 x280

Sisters of the Incarnate Word

Sr. Teresa Maya, CCVI  
Congregational Leader  
210-828-2224

University of the Incarnate Word

Douglas B Endsley  
VP, Business and Finance  
210-829-6004

The Contractor agrees to cooperate and coordinate its work with the work conducted by other contractor(s) within the project area so that this project can be completed in an orderly and coordinated manner, reasonably free of significant disruption to any party. Without limitation of the foregoing, Contractor understands and agrees that access areas to the project site may be utilized by other contractor(s). All parties shall be solely required and obligated to coordinate and cooperate with each other to accomplish the scope of work required by their respective contracts, meaning SAWS shall have no duty to administer, perform or supervise the coordination for the use of the project site by all contractors.

- c. Limits of Construction / Temporary Safety Fencing. The limits of construction are bound by the Right-of-Entry agreements obtained by the Owner for the project and existing sanitary sewer easements. Orange safety fencing shall be installed and maintained around the limits of the ROE/easement area limits at all times. Construction limits/fencing shall not extend outside the ROE or easements and right-of-way shown on the drawings. Safety fencing shall remain in place and upright until the site has been fully restored (no separate pay item).
- d. City of Alamo Heights Permit. CONTRACTOR shall be responsible for obtaining and complying with all provisions of the permit(s) from the City of Alamo Heights (COAH) to work in the COAH right-of-way.
- e. Site Restoration. CONTRACTOR shall be responsible for protecting existing features during construction. Any features damaged shall be repaired or replaced at no additional cost to Owner. CONTRACTOR is responsible for restoration of all disturbed areas within the limits of the ROE and existing easements. All existing campus features affected and/or damaged by construction activities shall be repaired and replaced to pre-construction condition. This shall include, but not be limited to, paving, concrete and stone curbing, lawn areas, sports field areas, irrigation and utilities (wiring and water lines). All vegetated areas disturbed from their original condition by construction activities shall receive 4 inches of loose topsoil, regraded, and restored with native seed mix as specified herein. This work will be considered subsidiary to pay items 901 and 905. CONTRACTOR shall immediately restore the Project areas to pre-construction condition upon completion of each work activity. The preferred trees and grass seed mix for revegetation of the Headwaters Sanctuary areas are listed below:

Trees

Wafer Ash  
Mexican Plum  
Wild Olive (Anacahuita)  
Evergreen Sumac  
Anacua  
Roughleaf Dogwood  
Possum Haw

Grass

Eastern Savannah Mix  
Native American Seed  
3791 US Hwy, Junction, TX 76849  
(800)-728-4043

Eve's Necklace  
Sycamore  
Live Oak  
Monterey Oak  
Pecan  
Cottonwood  
Walnut- Black or Arizona

- f. Flood Protection. CONTRACTOR is responsible for protection of work, material, and equipment prior to rain events. Much of the work is located within the 100-year floodplain. The project site is susceptible to quickly rising water in response to rainfall events within the Olmos Basin. No material shall be stored in the 100-year floodplain longer than the end of the shift in which it was generated. CONTRACTOR is solely responsible for protecting trenches, pits, materials and equipment from damage/inundation of flood waters.
- g. Archeological Monitoring. The Owner has obtained an Antiquities Permit from the Texas Historical Commission for this project. Any open-trenching will require that the CONTRACTOR coordinate with the project archeologist for conducting archeological monitoring during construction. If the CONTRACTOR encounters any archeological deposits during construction operations, the CONTRACTOR must stop excavation immediately and contact the City of San Antonio Historic Preservation Officer at 210-207-7306 or 210-207-3327 for an archeological investigation. The CONTRACTOR cannot begin excavating again without written permission from the City of San Antonio. This is an instance where SAWS has the authority to use the Interim Demobilization/Remobilization bid item.
- h. By-pass Pumping. CONTRACTOR is responsible for maintaining wastewater flow throughout construction. CONTRACTOR shall prepare a detailed by-pass pumping plan in accordance with Specification Item 864 By-Pass Pumping for both large and small diameter sewer mains.

For bypassing of segments of Line B, CONTRACTOR shall run bypass pumping piping around the Village buildings, aligning pipe through the western-most non-paved parking area of the Village buildings. CONTRACTOR shall restore the parking area with 4-inches of flexible base material (caliche/limestone).

CONTRACTOR shall not be allowed to utilize parallel existing City of Alamo Heights 15-inch sanitary sewer for flow management or by-pass pumping.

- i. Record Drawings. Record drawings have been provided to SAWS for this project and upon request will be made available for Contractors for informational purposes only. Please contact Jessica Goforth, Contract Administration Specialist at [Jessica.GoForth@saws.org](mailto:Jessica.GoForth@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 record drawings.

**END OF SECTION**

**Questions Received During Q&A Period:**

**Q1: Please provide construction detail for bypass suction and discharge pits?**

*No specific construction details are available; however, the contractor is expected to employ the means and methods necessary to construct a temporary structure to facilitate bypass pumping suction and discharge while complying with all necessary provisions of Specification 864-S1 and 864-S2.*

**Q2: Can the bridge near the downstream of the 54" at UIW be used to cross with a Tractor Trailer (18-wheeler)?**

*According to the representatives at the University of Incarnate Word, the bridge is able to carry 18 wheelers. The Contractor shall contact Stephen Heying, Director of Facilities, 210-829-6023 to verify this information upon coordination with the University. This is an active campus with other construction projects occurring simultaneously, thus, the Contractor shall coordinate all heavy deliveries with the SAWS Inspector and the University. Other access points to the campus may be available for the Contractor to use, if necessary.*

**Q3: Spec 901, CIPP Design, is the 250,000 psi criteria intended to be the minimum and will higher strength resins, i.e. 400,000 psi, and materials be allowed for CIPP design. Will ASTM F1216 be the design criteria for the CIPP wall thickness?**

*All CIPP liner designs shall meet or exceed the structural requirements identified in Specification 901 (Hot-Water/Steam Cured) and 905 (UV Light Cured).*