



**2018 PIPELINES WATER AND SEWER CONSTRUCTION CONTRACT PKG III
Solicitation Number: CO-00159
SAWS Job No.: 17-5139 & 17-5619**

**ADDENDUM 1
January 30, 2018**

To Bidder of Record:

This addendum, applicable to work referenced above, is an amendment to the proposal and 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 proposal.

MODIFICATIONS TO SPECIFICATIONS

1. Bid Proposal (BP-1) – Remove the bid proposal in its entirety and replace with the attached. The following item was updated:
 - a. The project is to be completed within 210 calendar days after the start date as set forth in the Authorization to Proceed.
2. Proposal Certification - Remove the proposal certification in its entirety and replace with the attached. The following item was updated:
 - a. Work shall be completed in full within 210 consecutive calendar days.
3. Due to an update in the General Wage Decision for Building Construction Type, remove the building wage decision document from the solicitation in entirety and replace with the revised version attached (rev. 01/12/2018, General Decision Number TX180280). This version should be utilized by the awarded contractor for the project.
4. Contract (CA-1 & CA-2) - Remove the Contract in its entirety and replace with the attached. The following item was updated:
 - a. Work shall be completed in full within 210 consecutive calendar days.
5. Special Conditions (SC-1, SC-2, SC-3) - Remove the Special Conditions in its entirety and replace with the attached. The following item was updated:
 - a. Work shall be completed in full within 210 consecutive calendar days.
6. Replace Special Specification Item 910 Manhole Rehabilitation Specification in its entirety and replace with attached Special Specification Item 910 Manhole Rehabilitation Specification. The following items were updated:
 - a. Approved products under section 910.5.(6)

RESPONSES TO QUESTIONS

1. Will engineered traffic control plans, SWPPP, and trench safety plans be required?

Answer: Traffic Control Plans (TCP) are to be provided by the Contractor and shall be in accordance with COSA Item 530 Barricades, Signs, and Traffic Handling, TMUTCD, and City of San Antonio requirements. TCP will be reviewed and approved by SAWS and the Engineer and then must be approved by the ROW Owner prior to issuance of the ROW permit.

See SPTS-6 for requirements regarding SWPPP.

Trench Safety Protection shall be in accordance with OSHA requirements as per SAWS Standard Specification Item No. 550 Trench Safety Protection.

2. What is the anticipated start dates?

Answer: The anticipated start date is approximately April 1, 2018.

3. What permits will be required for these packages and who is responsible for obtaining permits?

Answer: The only anticipated permit the Contractor will be responsible for obtaining is the COSA ROW Street Cut Permit. SAWS has obtained the COSA Tree Permit which will be provided to the Contractor. SAWS is currently obtaining the Antiquities Permit for the Parland Place project.

4. The bid items show concrete sidewalks and concrete wheelchair ramp, can you please specify which type of wheelchair ramp will be required?

Answer: Wheelchair ramps called out to be removed and replaced shall be replaced with the existing type, in accordance with COSA Wheelchair Ramp Standards details.

5. Will an Engineered Bypass Plan be required for this project?

Answer: Bidders shall strictly follow requirements from SAWS Construction Specifications, most recent edition, Standard Specification 864-S1 – Bypass Pumping (Small Diameter Sanitary Sewer) and 864-S2 – Bypass Pumping (Large Diameter Sanitary Sewers).

6. Does the vinyl on the project sign have to be a high intensity vinyl or can it be standard vinyl?

Answer: Please refer to SAWS Item No. 869 Project Signs.

7. After reviewing each project, will SAWS consider adding the additional days totaling 220 Calendar Days for completion? An additional 30-60 days in the total contract will assist greatly in the numerous remobilizations involved, securing the necessary permits and lease agreements as well as satisfying all of COSA ROW requirements. Please take into consideration the restricted school working hours applicable as well.

Answer: SAWS will allow an additional 30 calendar days which makes the total duration 210 consecutive calendar days.

8. Concerning Rancho Blanco- the plans call to cut in 11 services to the existing HDPE sewer main, please provide a detail specifying how this is to be done.

Answer: This section of sewer main was recently rehabbed by pipe bursting and services were reconnected in accordance with SAWS Standard Specification Item No. 1109 Sanitary Sewer Service Stubs and Reconnections, with a new saddle. Proposed laterals in this section are to be connected to the existing saddle with approved fittings and couplings and the proposed lateral is to be installed in accordance with SAWS Standard Specification Item No. 854 Sanitary Sewer Laterals.

9. Concerning Line Items 12W-14W; the LS quantity is .5- what is this referencing?

Answer: In regard to 13w-15w and 11s-13s, there is 1 EA of Barricades, Signs and Traffic Handling per project location and the cost is split between the water and sewer work for each project location.

10. Will any laterals be required to be flowable fill backfilled that are not designated on the plans? And if so, what item will this be paid under?

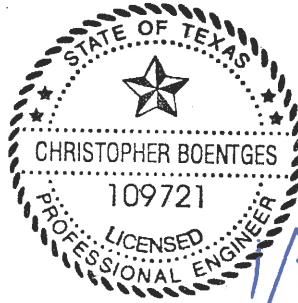
Answer: No laterals are proposed to be flowable fill backfilled. Laterals that are proposed to be flowable fill encased are identified in the plans and are paid for under Item No. 413 Flowable Fill.

11. Concerning Line Item 848- It appears SAWS has removed Sewer line items that separated the pay cuts between 6-10 and 10-14 and combined them into a single catch all. It will benefit SAWS by maintaining a more competitive cost basis to maintain separation in line items rather than join the shallower cuts with the deeper ones. Will SAWS consider revisiting this and separating the pay cut depths as has been universal previously?

Answer: Pay cuts will remain the same. Profiles are provided for proposed sewer lines which show potential bidders the proposed depths.



Chris Boentges, P.E.
K Friese + Associates, Inc. (TBPE F-6535)



END OF ADDENDUM 1

This Addendum, including these three (3) pages, is 17 pages with attachments in its entirety.

- Attachments:
- Bid Proposal (BP-1)
 - Proposal Certification
 - Wage Decisions (Building)
 - Contract
 - Special Conditions
 - Special Specification Item 910 Manhole Rehabilitation Specification

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

\$ _____

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 **210** 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.

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 210 consecutive calendar days.

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

General Decision Number: TX180280 01/12/2018 TX280

Superseded General Decision Number: TX20170280

State: Texas

Construction Type: Building

County: Bexar County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/05/2018 |
| 1 | 01/12/2018 |

ASBE0087-014 01/01/2017

| | Rates | Fringes |
|---|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)..... | \$ 22.22 | 10.02 |

BOIL0074-003 01/01/2017

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 28.00 | 22.35 |

ELEC0060-003 06/01/2016

| | Rates | Fringes |
|--|----------|---------|
| ELECTRICIAN (Communication Technician Only)..... | \$ 21.57 | 9%+4.65 |

ELEC0060-004 06/01/2017

| | Rates | Fringes |
|--|----------|----------|
| ELECTRICIAN (Excludes Low Voltage Wiring)..... | \$ 27.90 | 16%+4.85 |

* ELEV0081-001 01/01/2018

| | Rates | Fringes |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 39.32 | 32.645+a+b |

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2014

| | Rates | Fringes |
|---|----------|---------|
| POWER EQUIPMENT OPERATOR Cranes..... | \$ 34.85 | 9.85 |

IRON0066-013 06/01/2017

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 21.55 | 6.73 |

IRON0084-011 06/01/2017

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 23.27 | 7.12 |

PLUM0142-009 07/01/2017

| | Rates | Fringes |
|--|----------|---------|
| HVAC MECHANIC (HVAC Electrical Temperature Control Installation Only)..... | \$ 30.25 | 11.80 |
| HVAC MECHANIC (HVAC Unit Installation Only)..... | \$ 30.25 | 11.80 |
| PIPEFITTER (Including HVAC Pipe Installation)..... | \$ 30.25 | 11.80 |
| PLUMBER (Excludes HVAC Pipe Installation)..... | \$ 30.25 | 11.80 |

SFTX0669-002 04/01/2017

| | Rates | Fringes |
|---|----------|---------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 29.03 | 15.84 |

 SHEE0067-004 04/01/2017

| | Rates | Fringes |
|---|----------|---------|
| Sheet metal worker Excludes HVAC Duct Installation..... | \$ 26.10 | 15.25 |
| HVAC Duct Installation Only..... | \$ 26.10 | 15.25 |

 SUTX2014-006 07/21/2014

| | Rates | Fringes |
|---|----------|---------|
| BRICKLAYER..... | \$ 22.15 | 0.00 |
| CARPENTER (Acoustical Ceiling Installation Only)..... | \$ 17.83 | 0.00 |
| CARPENTER (Form Work Only)..... | \$ 13.63 | 0.00 |
| CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation..... | \$ 16.86 | 4.17 |
| CAULKER..... | \$ 15.00 | 0.00 |
| CEMENT MASON/CONCRETE FINISHER.... | \$ 22.27 | 5.30 |
| DRYWALL FINISHER/TAPER..... | \$ 13.81 | 0.00 |
| DRYWALL HANGER AND METAL STUD INSTALLER..... | \$ 15.18 | 0.00 |
| ELECTRICIAN (Low Voltage Wiring Only)..... | \$ 20.39 | 3.04 |
| IRONWORKER, REINFORCING..... | \$ 12.27 | 0.00 |
| LABORER: Common or General..... | \$ 10.75 | 0.00 |
| LABORER: Mason Tender - Brick.... | \$ 11.88 | 0.00 |
| LABORER: Mason Tender - Cement/Concrete..... | \$ 12.00 | 0.00 |
| LABORER: Pipelayer..... | \$ 11.00 | 0.00 |
| LABORER: Roof Tearoff..... | \$ 11.28 | 0.00 |

| | | |
|---|----------|------|
| LABORER: Landscape and Irrigation..... | \$ 8.00 | 0.00 |
| OPERATOR: | | |
| Backhoe/Excavator/Trackhoe..... | \$ 15.98 | 0.00 |
| OPERATOR: Bobcat/Skid | | |
| Steer/Skid Loader..... | \$ 14.00 | 0.00 |
| OPERATOR: Bulldozer..... | \$ 14.00 | 0.00 |
| OPERATOR: Drill..... | \$ 14.50 | 0.00 |
| OPERATOR: Forklift..... | \$ 12.50 | 0.00 |
| OPERATOR: Grader/Blade..... | \$ 23.00 | 5.07 |
| OPERATOR: Loader..... | \$ 12.79 | 0.00 |
| OPERATOR: Mechanic..... | \$ 18.75 | 5.12 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete)..... | | |
| | \$ 16.03 | 0.00 |
| OPERATOR: Roller..... | \$ 12.00 | 0.00 |
| PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping..... | | |
| | \$ 13.07 | 0.00 |
| ROOFER..... | \$ 12.00 | 0.00 |
| TILE FINISHER..... | \$ 11.32 | 0.00 |
| TILE SETTER..... | \$ 14.94 | 0.00 |
| TRUCK DRIVER: Dump Truck..... | \$ 12.39 | 1.18 |
| TRUCK DRIVER: Flatbed Truck..... | \$ 19.65 | 8.57 |
| TRUCK DRIVER: Semi-Trailer Truck..... | | |
| | \$ 12.50 | 0.00 |
| TRUCK DRIVER: Water Truck..... | \$ 12.00 | 4.11 |

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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). «Bid Opening Date», 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 210 calendar days from the construction start 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.

Special Conditions

SC 1.0 - PROJECT REQUIREMENTS

Contractor shall submit a completion report to SAWS when construction is completed. The completion report shall include but not limited to the following:

Pre and post MPEG-1 format and written to CD/DVD video and video logs.

Any test and/or submittals specified in this contract documents such as density tests, structural properties, etc. that are required.

SC 1.1 - PERFORMANCE TIME

PROJECT LOCATION: There are three (3) Project Locations as part of this construction package. Parland Place (Broadway to N. New Braunfels), Rancho Blanco (Capitol to Grant), and Clifford (S. Presa to Dead End) are each identified as a "Project Location".

- I. Multiple project locations shall be under construction concurrently. Final completion of all project locations shall be achieved in 210 calendar days. Project locations may be completed in any order at Contractor's discretion. Order of construction shall be reflected in project detailed baseline schedule.
- II. After substantial completion has been achieved for a project location, final completion must be completed within 20 days. The Contractor is required to provide the SAWS Inspector and the Engineer final redlines before the project locations can qualify for final completion. Substantial completion is when all work has been completed, tested, and the water and sewer system has been accepted for service. Final completion is declared when the final punch list is approved by SAWS, all infrastructure is in the ground, and final pavement and surface restoration is completed.

SC 1.2 - SPECIFICATIONS

All work performed shall be in accordance with the Contract Documents and the current San Antonio Water System Specifications for Water and Sanitary Sewer Construction, these Special Conditions, the current Texas Department of Transportation Standard Specification for Construction of Highways, Streets, and Bridges, the current City of San Antonio Standard Specifications for Public Work Construction, City of San Antonio Utility Excavation Criterial Manual, or specifications and requirements of any other governing jurisdiction that may apply.

SC 1.3 - PAYMENT

- I. As specified in the Contract Documents unit price cost for the items bid shall include all the necessary and incidental work as subsidiary to the bid item, unless specifically

called out in the plans or approved by SAWS. Pay items indicating no separate or additional pay for incidental, related, associated or other work will take precedence if in conflict with other pay provisions. If no pay item is included for any stipulated item, it will be considered as subsidiary to other pay items.

- II. It is the Contractor's responsibility for the preparation, research, submittal and layout of the site specific submittals, including the Storm Water Pollution Prevention Plan, Traffic Control Plan, the Bypass Pumping Plan, and its approvals at no cost to SAWS. If no pay item is included for any stipulated item, it will be considered as subsidiary to other pay items. There will be no measurement or payment for the Storm Water Pollution Prevention Plan or Tree Preservation Protection Permit or work.
- III. There will be no measurement or payment for preparation of right-of-way; insurance; bonding; and permitting costs on this contract. There will be no separate payment for temporary or permanent fencing, with all related costs included in the item to which it pertains. All mobilization and remobilization and any other costs associated with these items shall be included in the applicable contract price based on the unit price for the items to which the work pertains. There will be no separate payment for clearing and grubbing or tree pruning.

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.

A. 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.

B. 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.

C. 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.