

**SAN ANTONIO WATER SYSTEM
C5 & C28 SEWER PROJECT – PHASE 3
SAWS PROJECT NO. 18-4501
SOLICITATION NO. CO-00198**

**ADDENDUM 2
(August 31, 2018)**

To Respondent of Record:

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

MODIFICATION TO SPECIFICATIONS

Special Conditions

1. Addition to Special Conditions, after SC5 include the following:

SC6. CPS ENERGY POLE BRACING ALLOWANCE

- a. Description – The Contractor shall coordinate with utility company and provide all labor, supervision, tools, equipment, and materials necessary to brace and/or relocate power poles as required to complete work. No contract days will be added due to delays. This allowance shall reimburse Contractor for direct fees incurred for bracing/relocation of power poles. Any unused portion of the allowance will be credited to the Owner by a deduct change order.*
- b. Payment – Payment for this item will be made under the allowance included in the bid. Contractor shall provide receipts to SAWS for reimbursement.*

2. Special Conditions, SC1, Page SC-1, Special Conditions, revise and replace with the following:

A revised Geotechnical Data Report dated August 20, 2018 has been developed by SAWS on this project and upon request will be made available for Contractors for informational purposes only. SAWS will require the execution of a SAWS disclaimer form by the Contractor as a condition of and prior to the release of this report. To obtain a copy of the revised Geotechnical Data Report, Contractors must complete the disclaimer form attached to this Addendum 2, titled Attachment 1 -Conditions and Disclaimer for Use of Report (8/28/18). Please submit the form via email to Fred Flores, Contract Administrator via email at Fred.Flores@saws.org. An email with the revised Geotechnical Data Report will be provided once the disclaimer form is submitted. All Contractors shall be required to execute Attachment 1 and submit it as part of their proposal. Failure to execute this disclaimer may be grounds for SAWS to reject the proposal as being unresponsive.

Supplemental Conditions

3. Replace Article V Contract Responsibilities of the General Conditions, Page SS-2 , replace with the following:
“ARTICLE V – CONTRACT RESPONSIBILITIES

Remove Section 5.7.1.1.7.8 in its entirety and replace with the following:

Builder’s Risk is waived.”

The remaining sections of Article V shall remain the same.

Attachments

END OF ADDENDUM

This Addendum, includes these two (2) pages, is three (3) pages with attachments in its entirety.

Attachments:

Attachment 1: Conditions and Disclaimer for Use of Report Form



Evan R Cook

Evan Cook
CP&Y Inc.

ATTACHMENT 1

8-28-2018 CONDITIONS AND DISCLAIMER FOR USE OF REPORT

Respondent has requested that it be permitted to examine the revised **Geotechnical Data Report** (the "Report"), prepared solely for the San Antonio Water Systems ("SAWS") on August 20, 2018 by its design engineering consultant, **Arias Geoprosessionals** for use in design of this project, the **(C5 Culebra – Castroville to Laredo & C28 Zarzamora Creek – San Gabriel to NW 23rd Street Phase 3, 18-4501)** (the "Project.") SAWS will permit Respondent to view the Report conditioned on the following:

- The Report shall not be considered a part of the Contract Documents as defined in the Contract for the Project and does not supplement, amend or in any way change or alter any of the proposal requirements or provisions for the Project;
- SAWS makes no representation and expressly disclaims any representation that the Report represents all conditions that exist or that Respondent may encounter on the Project;
- SAWS is providing the Report to Respondent for informational purposes only and not for purposes of Respondent using or relying on this information in preparing its costs for performing the work and Respondent agrees and reaffirms that Respondent is solely responsible for determining all site conditions that may affect the work on the Project;
- Respondent understands and agrees that the Report is not to be relied on by the Respondent in determining means or methods for performing the work on the Project;
- Respondent agrees and expressly understands that the Report may not represent all conditions that Respondent may encounter during performance of the work on the Project and that the Report is indicative of only those locations where tests were performed or observations were made and conditions may vary greatly at other locations on the Project and Respondent is responsible for determining such actual conditions;
- Respondent agrees that it will not rely upon the Report in any manner whatsoever in connection with preparing its proposal, the contract to construct the work, or in the performance of the work on the Project;
- Respondent expressly agrees that they shall not utilize or assert the Report for purposes of asserting a claim for additional costs in the performance of the work due to a changed condition on the Project;
- SAWS is providing the information to Respondent for its use only and SAWS prohibits the unauthorized reproduction or sale of the Report;
- The Report may not under any circumstances, be copied, reproduced, or published in any form or media, or transferred to another without the prior written permission of SAWS.

If Respondent agrees to these conditions please so indicate by signing the below.

AGREED TO:

Printed Name

Authorized Agent Signature

Typed/Printed Firm Name

Date: _____