



Classen Steubing New Bore Alignment Project - RFCSP
Solicitation Number: CO-00552
Job No.: 21-4401

ADDENDUM 1
April 20, 2023

To Respondent of Record:

This addendum, applicable to project 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 Respondent Questionnaire.

RESPONSES TO QUESTIONS

- No written questions, regarding this proposal, technical questions or additional information, were asked prior to the deadline of 4:00 PM (CDT) on April 13, 2023.

CHANGES TO SPECIFICATIONS

- 1. Special Provisions to the Technical Specifications**
Add SP 100: Mobilization and SP 101: Preparing Right-of-Way to the Special Provisions to the Technical Specifications.
- 2. Remove the General Wage Decision for Building Type: Number TX20230231 02/03/2023 TX in its entirety and replace with the revised version TX2230231 04/14/2023 TX20220231 provided in this addendum.**
- 3. Remove the Special Conditions in its entirety and replace with the revised version provided in this addendum.**

CLARIFICATIONS

- Special Provision SP 100: Mobilization and Special Provision SP 101: Preparing Right-of-Way were added to the Special Provisions to the Technical Specifications.
- Special Conditions have been revised to include SC-9.16.

END OF ADDENDUM

This Addendum, including these 2 pages, is twenty (20) pages with attachments in its entirety.

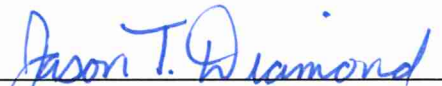
Attachments:

SP 100: Mobilization (1 page)

SP 101: Preparing Right-of-Way (1 page)

General Wage Decision TX20220231 (9 pages)

Special Conditions (7 pages)



Jason Diamond, P.E.
Pape-Dawson Engineers, Inc.



4-20-23

**SPECIAL PROVISION TO STANDARD SPECIFICATION ITEM NO. 100
(Mobilization)**

100.3 PAYMENTS:

The statement to be replaced currently reads as follows:

1. *When 1% of the adjusted contract amount for construction items is earned, 50% of the "Lump Sum" bid or 5% of the total contract amount, whichever is less, will be paid.*
2. *When 5% of the adjusted contract amount for construction items is earned, 75% of the "remainder of the Lump Sum" bid or 10% of the total contract amount, whichever is less, will be deducted from the above amount.*
3. *When 10% of the adjusted contract amount for construction items is earned, 90% of the "remainder of the Lump Sum" bid or 15% of the total contract amount, whichever is less, will be paid. Previous payments under this item will be deducted from the above amount.*

The above statement is to be replaced with the following:

1. *At the first monthly pay application after Notice To Proceed (NTP), 90% of the "Lump Sum" bid will be paid.*
2. *When 75% of the adjusted contract amount for construction items is earned, the remaining 10% of the "remainder of the Lump Sum" bid will be paid.*

All other language in specification 100 shall remain in full force.

END OF SECTION

**SPECIAL PROVISION TO STANDARD SPECIFICATION ITEM NO. 101
(Preparing Right-Of-Way)**

101.4 PAYMENTS:

The statement to be replaced currently reads as follows:

1. *When 1% of the adjusted contract amount for construction items is earned, 50% of the “Lump Sum” bid or 5% of the total contract amount, whichever is less, will be paid.*
2. *When 5% of the adjusted contract amount for construction items is earned, 75% of the “remainder of the Lump Sum” bid or 10% of the total contract amount, whichever is less, will be deducted from the above amount.*
3. *When 10% of the adjusted contract amount for construction items is earned, 90% of the “remainder of the Lump Sum” bid or 15% of the total contract amount, whichever is less, will be paid. Previous payments under this item will be deducted from the above amount.*
4. *Upon completion of all work under this contract, payment for the remainder of the “Lump Sum” bid for Preparing Right-Of-Way will be made on the final pay estimate.*

The above statement is to be replaced with the following:

1. *When 1% of the adjusted contract amount for construction items is earned, 75% of the “Lump Sum” bid will be paid.*
2. *When 5% of the adjusted contract amount for construction items is earned, 90% of the “remainder of the Lump Sum” bid will be paid.*
3. *Upon completion of all work under this contract, payment for the remainder of the “Lump Sum” bid for Preparing Right-Of-Way will be made on the final pay estimate.*

All other language in specification 101 shall remain in full force.

END OF SECTION

"General Decision Number: TX20230231 04/14/2023

Superseded General Decision Number: TX20220231

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	02/03/2023
3	04/14/2023

ASBE0087-014 06/06/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 28.10	8.29

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 29.47	24.10

ELEC0060-003 06/01/2022

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 31.95	15%+6.41

ELEC0060-004 06/01/2022

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 31.95	15%+6.41

ELEV0081-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.83	37.335+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 06/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.25	7.28

 IRON0084-011 06/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 26.76	7.88

 PLUM0142-009 07/01/2022

	Rates	Fringes
HVAC MECHANIC (Electrical Temperature Control Installation & Unit Installation Only).....	\$ 34.45	11.75
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 34.45	11.75
Including HVAC Pipe Installation		
PLUMBER.....	\$ 34.45	11.75
Excludes HVAC Pipe Installation		

 * SFTX0669-002 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.60	23.30

SHEE0067-004 04/01/2022

	Rates	Fringes
Sheet metal worker Excludes HVAC Duct Installation.....	\$ 27.89	16.25
HVAC Duct Installation Only.	\$ 27.89	16.25

* 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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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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 National Office because National Office has 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 DECISIO"

Special Conditions

SC1. CPS ENERGY POLE RELOCATE ALLOWANCE

Description – The Contractor shall coordinate with utility company and provide all labor, supervision, tools, equipment, and materials necessary to 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 included for relocation of power poles. Any unused portion of the allowance will be credited to SAWS by a deduct change order.

SC2. MIGRATORY BIRD NESTS

Schedule construction activities as needed to meet the following requirement:

In accordance with the Migratory Bird Treaty Act (MBTA) construction activities and vegetation clearing should be conducted by the Contractor outside peak-nesting seasons (March – August) to avoid any adverse effects to the migratory birds and their habitat. Should construction and vegetation clearing occur from March through August, the Contractor shall complete an active bird nest survey completed by a biologist no more than 5 days prior to the planned construction.

SC3. ADDITIONAL INSUREDS

The CONTRACTOR shall, to the extent allowed by law, list a landowner or other person or entity with an insurable interest as an additional insured on the Commercial General Liability (CGL) and Commercial/Business Automobile Liability (AL) policy(s) of insurance that CONTRACTOR is required to maintain under this Contract. Landowner shall be added as an additional insured if indicated in the landowner's easement agreement and upon request as needed.

SC3.1 San Antonio River Authority (SARA) shall be added as an additional insured. SARA requires the Contractor to carry and maintain a minimum coverage of \$10 Million dollars in Commercial General Liability and Commercial/Business Automobile Liability policy(s) of insurance.

SC3.2 Dague Ranch Ltd Partnership & CSS7 Ranches Ltd Partnership and Martin Marietta will be added as additional insured on selected contractor's insurance.

SC4. PROJECT COORDINATION

SC4.1 Portions of the Work shall require coordination between the CONTRACTOR for the Classen Steubing New Bore Alignment Project and other contractors working on the access to the Project Site. Coordination shall be considered incidental to the Work and shall be included in the base bid for the applicable bid items. The CONTRACTOR shall participate in a monthly coordination meeting with all contractors for coordination of work activities. This monthly meeting is in addition to the project meetings required by the Contract. The CONTRACTOR's superintendent, at a minimum, shall attend this meeting.

SC4.2 All communication from the SAWS Inspector to the CONTRACTOR shall be through the Prime Contractor's Project Manager and/or Superintendent, as identified during the Pre-construction Conference. Communication to and from sub-contractors shall be routed through the Prime Contractor to the SAWS Inspector and Resident Project Representative. Contact information for the SAWS Inspector and Resident Project Representative will be provided at the Pre-construction Conference.

SC4.3 CONTRACTOR shall stage materials, equipment, or supplies within the project area as shown on the contract drawings while construction is actively occurring. CONTRACTOR will only be allowed to store materials, equipment, and supplies in Contractor staging area(s) shown on the Drawings. No materials, equipment, or supplies shall be stored outside the designated area(s) during construction unless written authorization is obtained from the SAWS Inspector. If the CONTRACTOR requires additional staging area, the CONTRACTOR shall be solely responsible for obtaining the location and all costs associated with it. The CONTRACTOR will be bound by the same conditions for securing the site and cleanliness of the site and provide SAWS the signed agreement between the SITE OWNER and CONTRACTOR.

SC5. PERMITS

SC5.1 CONTRACTOR shall be responsible to prepare and file all documents and forms associated with the Texas Commission on Environmental Quality's Storm Water Management Program. This includes, but is not limited to, obtaining a Texas Commission on Environmental Quality Storm Water Permit, Notice of Intent, Notice of Completion. CONTRACTOR shall be responsible to pay all associated fees. There is a separate pay item for this permit.

SC5.2 Water Pollution Abatement Plan (WPAP) – The Contractor shall comply with all requirements stated in the site specific WPAP. See Appendix F for the TCEQ Edwards Aquifer Protection Plan.

SC5.3 COSA Tree Permit – The Contractor shall implement tree protection in accordance with City of San Antonio Tree Permit, including requirements listed in the General Tree Notes, and tree protection as listed in the Heritage Tree Protection Table and Significant Tree Protection Table, and as illustrated in Tree Protection Details. There is no separate pay item for this permit.

SC5.4 TCEQ SCS Permit – The project is subject to the requirements of the TCEQ SCS Permit to mitigate for potential project impacts to federally endangered karst/cave invertebrate species. The TCEQ SCS Permit includes the following requirements for karst features encountered during construction:

1. All construction activities must be halted within 50 feet of the discovered karst feature. Exercise reasonable caution to avoid spilling oil, grease or other foreign substance within 50 feet of the feature.
2. Notify SAWS immediately.
3. Erect standard Edwards Aquifer BMPs around the feature.
4. Cover the feature with a tarp, sandbags, or other waterproof materials.
5. Construction in the immediate area will be suspended for up to 7 days to allow biological investigation of the feature.
6. If the karst feature will not be completely removed by construction activities, develop a feature closure plan in accordance with Specification 01510 Void Mitigation.

The TCEQ SCS Permit includes the following best practices that must be complied with during active construction in the project area:

1. Use non-permeable drip collectors under construction equipment when the equipment is idle;

2. Inspect equipment daily for leaks and immediately repair leaks or remove leaking equipment;
3. Store fuel and other hazardous materials outside of the project area;
4. Avoid refueling equipment within the project area;
5. Avoid releasing any chemicals, petroleum products, or other hazardous materials into the ground or water.

SC5.5 The OWNER has submitted for the following construction permits for the CONTRACTOR:

1. Texas Commission on Environmental Quality, SCS Permit;
2. City of San Antonio Tree Permit;
3. City of San Antonio Floodplain Development Permit;
4. TxDOT Utility Installation Request;

Other than the permits listed above, the CONTRACTOR is responsible for obtaining permit(s) and paying all fees and charges required to obtain the permit(s) as well as required for construction and compliance.

SC5.6 CONTRACTOR to provide SAWS 60 days-notice prior to working in TxDOT right-of-way (ROW).

SC6.0 THREATENED OR ENDANGERED SPECIES

SC-6.1 The Owner has developed a program for mitigating impacts to karst invertebrates that are known to exist in the vicinity of this project. The Contractor will comply with the requirements of this program by adhering to the requirements of the Project Specifications with particular reference to Specification 01510 Karst Void Management.

SC7.0 CONSTRUCTION IN FLOOD PRONE AREAS

SC-7.1 The Reach 1 upstream shaft is located within the catchment area for a SARA dam and prone to inundation during rain events. The Contractor shall prepare the construction site in a manner to limit the impacts of flooding and to prevent Reach 1 from becoming a conduit for surface flood waters to pass through the dam as required by the Project Specifications. All equipment required for construction that is to be located in the floodplain shall be mobile and have vehicles available to move the equipment during rain events.

SC-7.2 All temporary construction shafts shall be protected from inundation due to flooding and the Contractor shall protect the tunnels from inundation once shafts are complete. Any damage or delays caused by inundation of the shafts and/or tunnel due to flooding shall be repaired and/or replaced at no additional cost to the Owner or extension of time to the project.

SC8.0 VORTEX DROP STRUCTURE

SC-8.1 The vortex drop unit will be supplied by SAWS. The existing unit will be available for inspection by Contractor prior to taking ownership of the vortex drop unit. The Contractor shall coordinate with the SAWS Inspector to request an inspection time with at least two-weeks written notice. After the inspection is complete, the Contractor shall provide SAWS in writing any defects observed prior to taking possession of the unit. The Contractor will be responsible for loading and delivery of the existing vortex drop unit from the SAWS

Rilling Road Facility (1718 Rilling Rd. San Antonio, TX 78214) to the project site. The cost of installation, including but not limited to the inspection of unit, loading and unloading of the unit, delivery of the unit to project site, all stainless steel supports (shown on Sheet S-01), and all hardware needed to anchor and install the unit, is included in the bid price for this item.

SC9.0 COSA JOINT USE AGREEMENT

SC-9.1 Contractor shall complete the work in a manner that does not unreasonably impact the City of San Antonio Park property including impacts to recreation activities, park reservations, use of park and trail amenities, vegetation, and pedestrian and vehicular access.

SC-9.2 Contractor shall specifically comply will all applicable environmental laws regarding environmental protection of the Mud Creek and surrounding land.

SC-9.3 Contractor shall construct and install temporary “WARNING, CONSTRUCTION AHEAD” signs at the Park Trailheads as directed by SAWS and the City of San Antonio (COSA) Parks and Recreation Department prior to and during work. Contractor and subcontractors to take a high degree of care to ensure the safety of park patrons by implementing the measures identified in the Contract Documents to separate construction activities from park users.

SC-9.4 During construction, the Contractor will place chain link fence with mesh fabric screen (approximately 6 ft. tall) along the boundary on both sides of the combined permanent and temporary easement as shown on the construction drawings to separate the CITY Greenway Trails System and park visitors from construction activities, the exceptions being access points to the COSA Park. All construction fencing costs shall be included in the contract price for the preparation of right-of-way.

SC-9.5 Contractor shall restore the trail and/or park improvements to the extent disturbed to its prior condition or better. Monthly coordination shall be maintained with the COSA Parks Department as to the extent and type of work to occur on COSA Parks property. Contractor shall document condition of the trail and/or park improvements, work area and access area prior to commencing work. Coordination shall be maintained with Rocky Duque de Estrada of the COSA Parks Department by email (roque.duquedeestrada@sanantonio.gov) and phone (O: 210-207-2873).

SC-9.6 If the work requires the closure of the CITY Greenway Trail System, Contractor shall notify Owner, Owner’s Representative, and CITY Parks Department at least two weeks in advance of such closure and abide by CITY’s requirements for such closure, including but not limited to, temporarily relocating existing trails and trailhead entrances, as necessary and installing warning signs as described in item SC-9.3 (above).

SC-9.7 As soon as feasible and not later than the conclusion of the Project, equipment and debris shall be removed by Contractor and Contractor shall restore the site, to the extent disturbed, to the same condition or better as prior to the commencement of work on the Project including, but not limited to trail improvements, grading, tree plantings, and establishing grass with a native grass mix, to be approved in advance by the CITY.

SC-9.8 Following notice to SAWS and reasonable opportunity to cure, CITY shall have the right and authority to halt any activity within the Property and require the removal of SAWS, its employees, agents, consultants, contractors, and/or contractors and subcontractors off the

Property should any of the requirements of the Joint Use Agreement between SAWS and the City of San Antonio is not met.

SC-9.9 No work will occur on the Property between the hours of 11:00 PM and 5:00 AM or at any time on holidays, unless otherwise reviewed and approved in advance by CoSA and SAWS. Contractor may perform work on the weekends provided Contractor does not close any park trails, unless otherwise reviewed and approved in advance by CITY and SAWS.

SC-9.10 Absent CITY consent and except as otherwise provided herein below, Contractor shall not use the Properties for purposes of staging and material storage. Contractor shall seek CITY's approval in advance of any onsite storage, not to be unreasonably withheld. Contractor will be allowed to only have materials that will be installed within 48 hours of arriving on site. Any materials in excess of this amount must be stored off-site (outside of limits of construction/Properties) at no additional cost to SAWS.

SC-9.11 All tree and vegetative trimming and removal planning shall be done in coordination with the CITY's Parks and Recreation Department. A certified and licensed arborist must be onsite at times of tree and vegetative trimming and removal operations. All trees not shown to be removed within the construction limits shall be protected. Contractor shall reference the Tree Protection Plan and COSA Standard Specifications for Tree Protection requirements as outlined in the Tree Preservation Ordinance. Contractor shall coordinate with COSA Arborist office to identify preferred access routes that preserve native vegetation. Contractor shall document any pre-existing tree damage or tree health problems with photographs and in Contractor's pre-construction video. No Heritage Trees shall be removed as part of this Project.

SC-9.12 Contractor's employees shall only be allowed to park their personally owned vehicles in areas allowed and approved by COSA.

SC-9.13 SAWS shall specifically comply with all applicable environmental laws and San Antonio River Authority (SARA) procedures with regards to tunneling under the SARA Dam.

SC-9.14 SAWS will notify Council District 9 Office and Parks and Recreation Department, at least two weeks in advance of commencing work.

SC-9.15 Contractor shall document condition of the Property and Work Area prior to commencing work.

SC-9.16 Contractor to provide a minimum of 1 month notice prior to beginning work.

SC10.0 DAGUE RANCH LTD PARTNERSHIP & CSS7 RANCHES LTD PARTNERSHIP RIGHT OF ENTRY

SC-10.1 A gate may be added (by others) on the Dague Ranch Ltd Partnership & CSS7 Ranches Ltd Partnership property. If said gate is present at time of construction, the Contractor shall keep said gate closed and locked except while actively working on the site.

SC-10.2 The Dague Ranch Ltd Partnership & CSS7 Ranches Ltd Partnership property is an active quarry with blasting still occurring. Refer to SC-3 for additional insured entities.

SC-10.3 The entirety of the area associated with the Dague Ranch Ltd Partnership & CSS7 Ranches Ltd Partnership Right of Entry for Construction shall be used for the purpose of ingress and egress only. No construction materials shall be stored on the property. To the extent that a construction entrance is required to access the property from US Hwy 281, it shall be timely removed upon completion of the project.

SC11.0 CPS ENERGY EASEMENT

SC-11.1 Maintain accessibility to and throughout the CPS Energy easement 24 hours a day/seven (7) days a week for transmission maintenance.

SC-11.2 Restore CPS Energy easement area to existing conditions or better after construction in the area has been completed. CPS Energy requirements do not supersede environmental requirements of local, State or federal agencies that may also apply.

SC-11.3 Pipeline Staging – Ensure that during this phase of the project that the pipeline is staged at the outside of the CPS Energy easement, not within the CPS Energy easement.

SC-11.4 Coordinate potential outage requests no less than three (3) months in advance with CPS Energy System Operations. No outages will be considered during peak summer months (June – September). Contractor shall contact Erick P. Kasalike, P.E. at (210) 353-3769.

SC-11.5 No storage of materials, vehicles, spoils, debris, etc. is allowed within the CPS Energy easement.

SC12.0 SAN ANTONIO RIVER AUTHORITY (SARA)

SC-12.1 The Contractor shall stay within the project limits at all times, and shall not excavate outside of the limits shown on the plans. The Contractor shall be aware that the location of the project is located within the boundaries of SARA dam inundation easement and may be prone to flooding. The Contractor should notify the SAWS inspector in writing two weeks in advance of activity in and around the SARA dam (Salado Dam Site #9), so that SARA (Gray Eck geck@sara-tx.org) may be notified prior to construction activity

SC13. REVEGETATION REQUIREMENTS COSA TREE PERMIT

- A. Prior to the start of construction, the contractor should document the existing vegetation within the project limits as a reference.
- B. Prior to the start of excavation/trenching, the Contractor shall strip and stockpile topsoil (NSPI). Once pipe installation is complete and prior to revegetation the Contractor shall uniformly spread the stockpiled topsoil across affected areas.
- C. The price for revegetation shall reflect both Drill Seeding and Hydromulching with a native seed mixture. Drill seeding with a native seed mixture shall be assumed for the limits shown on the contract documents. If the Contractor determines areas where drill seeding is not an option, the contractor shall notify both SAWS and the Engineer in writing of areas where Hydromulching will be better suited, so that SAWS and the Engineer can coordinate with the COSA Arborist for approval.
- D. The native seed mixture for the project shall be planted with drought resistant, low growth, native species grasses which will allow unobstructed passage of floodwaters. Recommended grasses and groundcover can be found in Appendix E “San Antonio Recommended Plant List – All Suited to Xeriscape Planting Methods” found in the

current City of San Antonio Unified Development Code. Johnson grass, giant ragweed and other invasive species shall not be allowed.

SC14.0 COMPOSITE POLYMER RING & COVERS

SC-14.0 Contractor to make use of composite polymer ring & covers where applicable in this project, ensuring manhole ring and cover is watertight. Consult SAWS Approved Products list for eligible products (found at <https://www.saws.org/business-center/construction-material-specs/> under Approved Products List). Please keep in mind that the cover must bear the SAWS logo as described in DD 852-07 and otherwise comply with SAWS Specifications (and Special Provisions thereto in these contract documents).