



BPC WEST SEWERSHED PACKAGE 6B PROJECT
Solicitation Number: CO-00373
Job No.: 20-4520

ADDENDUM 2

July 20, 2021

To Bidder of Record:

This addendum, applicable to work referenced above, is an amendment to the bid proposal, plans and specifications and as such will be a part of and included in the Contract Documents. Acknowledge receipt of this addendum by entering the Addendum number and issue date on the space provided in submitted copies of the bid proposal.

RESPONSES TO QUESTIONS

- Question:** I would like to request for the approval of our Warren Environmental Epoxy product for its use on project "BPC WEST SEWERSHED PACKAGE 6B" for sanitary sewer manhole rehabilitation.
Response: Warren Environmental Epoxy Product has been approved for testing by SAWS, but not approved product for BPC West Sewershed Package 6B Project. Contractor may submit the Warren Epoxy system product for review and evaluation during construction.

CHANGES TO THE SPECIFICATIONS

- Right of Entry Documents.** Insert attached Right of Entry Agreement for 303 Rustic Stable into the end of the Contract Documents.
- Right of Entry Documents.** Insert attached Right of Entry Agreement for 7830 Bronco Lane into the end of the Contract Documents.

END OF ADDENDUM

This Addendum, including this (1) page, is thirteen (13) pages in its entirety.

Attachments:

Right of Entry Agreement - 303 Rustic Stable (7 Pages)

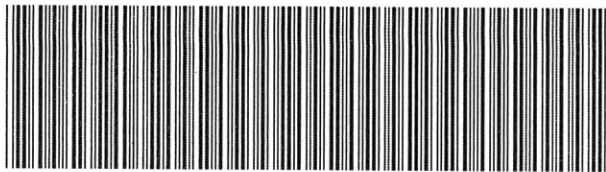
Right of Entry Agreement - 7830 Bronco Lane (5 Pages)



Steven H. Thai, P.E.
BGE, Inc.

TBPE Registration No. F-1046



VG-6-2021-20210152092

File Information

**FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20210152092
Recorded Date: June 04, 2021
Recorded Time: 11:03 AM
Total Pages: 7
Total Fees: \$46.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:
6/4/2021 11:03 AM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk

SCANNED

Project Name: BPC West Package 6-B Pro-11458

Job Number: 20-4520

CPMS ID: Pro-11458-ROE-047

RIGHT OF ENTRY AGREEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BEXAR §

THIS RIGHT OF ENTRY AGREEMENT (this "Agreement") is entered into this 13 day of MAY, 2021, by and between the **SAN ANTONIO WATER SYSTEM** ("Grantee") and **LAZARO FLORES III AND SAN JUANA G. FLORES** (referred to as "OWNER", whether one or more).

Property: 303 Rustic Stable, San Antonio, Bexar County, Texas 78227, Bexar CAD No. 568696, as depicted in Exhibit "A" attached hereto (the "Property").

Legal Description: NCB 15133 BLK 4 LOT 21, STABLEWOOD FARMS, UNIT 2

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Grantee and its contractors and assigns shall have 90 days from Grantee's first entry upon the Property, as evidenced by notice to OWNER that such first entry has occurred, but in all events to expire not later than March 24, 2023, to enter upon the Property for purpose of (i) ingress and egress to and from Grantee's sewer pipeline, (ii) rehabilitation of sewer main by open cut operations, and (iii) temporary removal of fence (with subsequent replacement by same), in the areas labeled as "Work Area" and "Access Area" as shown on Exhibit "B" attached hereto and incorporated herein. Grantee shall not unreasonably interfere with any existing operations on the Property, and OWNER shall not unreasonably interfere with Grantee's operations permitted under this Agreement. Furthermore, Grantee shall reasonably repair any physical damage to the Property resulting from such ingress, egress, and open cut operations so as to cause the Property to be in substantially the same condition as of the date hereof. Grantee and its contractors and assigns shall also have the right to enter upon the Property for pre-construction, non-invasive site visits.

Grantee shall make reasonable efforts to provide reasonable notice to OWNER of the dates and anticipated durations of the necessary work.

This Agreement may be executed in one or more counterparts, each of which upon delivery shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile and other electronically transmitted signatures may be relied upon by each of the parties hereto as though they were original signatures.

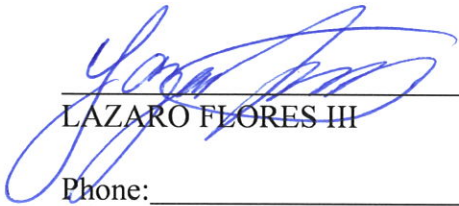
This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

This agreement additionally contains the following terms and conditions:

1. SAWS contractors and assigns shall provide no less than ten (10) days' notice to OWNER by telephoning [REDACTED] before entering the Property.
2. SAWS contractors and assigns must notify OWNER before removing the fence in the Access Area and Work Area.
3. SAWS contractors and assigns will install a temporary 6' chain link fencing, along the work area to provide OWNER'S pets and children an enclosed area, when existing fence is removed for construction.
4. Grantee and/or its contractor shall provide weekly notification to landowner (during the construction period) the date the contractor will be entering the property.
5. SAWS contractors and assigns shall perform work between the hours of 8:00 am and 6:00pm Monday through Friday. Work performed outside of this time will need prior written approval by OWNER.
6. SAWS shall apply grass seeds or similar over soil that is disturbed.
7. Fence is to be restored to substantially the same condition as before the commencing of work if disturbed by SAWS.
8. Grantee and its contractors and consultants shall wear a mask at all times while on the Property during the following six (6) months.
9. SAWS contractors and assigns will protect the 6" pecan tree located within the existing easement during construction.

{Signatures start on next page}

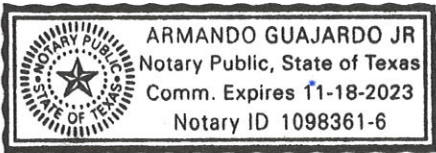
OWNER:



LAZARO FLORES III
Phone: _____

Sanjua Flores.
SAN JUANA G. FLORES
Phone: _____

STATE OF TEXAS §
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COUNTY OF BEXAR §

This instrument was acknowledged before me on this 13th day of May, 2021, by Lazaro Flores III.

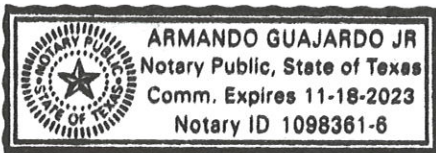





Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF BEXAR §

This instrument was acknowledged before me on this 13th day of May, 2021, by San Juana G. Flores.





Notary Public, State of Texas

GRANTEE:

**CITY OF SAN ANTONIO, ACTING BY AND
THROUGH ITS SAN ANTONIO WATER SYSTEM:**

By: *Nancy Belinsky*
Printed Name: Nancy Belinsky
Title: Vice President and General Counsel

STATE OF TEXAS §
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COUNTY OF BEXAR §

This instrument was acknowledged before me on this 2 day of June, 2021,
by **Nancy Belinsky**, Vice President and General Counsel of the San Antonio Water System, a
municipal utility of the City of the San Antonio, on behalf of said municipal utility.



Jennifer McClain
Notary Public, State of Texas

Exhibit "A"

Property Identification #: 568696

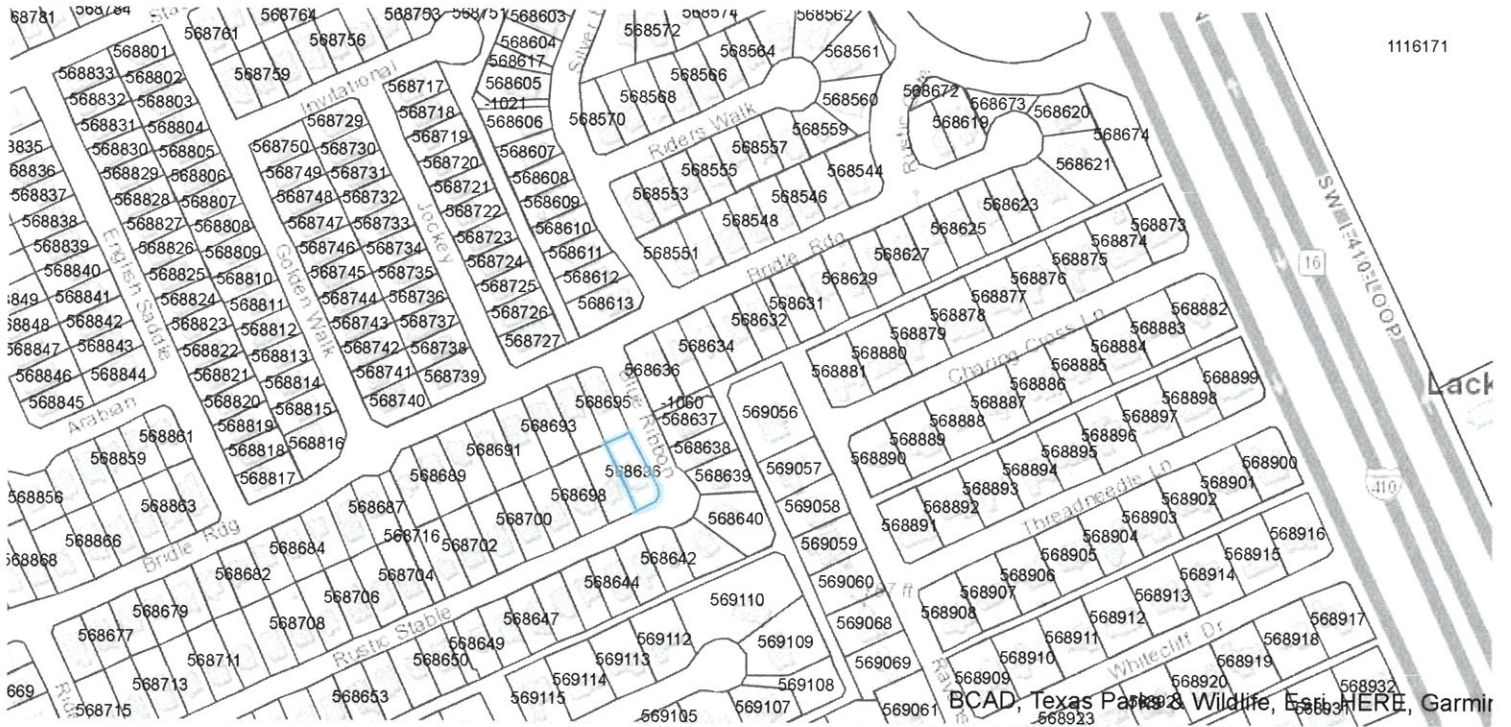
Property Information: 2021

Owner Identification #: 442441

Geo ID: 15133-004-0210
 Situs: 303 RUSTIC STABLE SAN ANTONIO,
 Address: TX 78227
 Property Type: Real
 State Code: A1

Legal Description: NCB 15133 BLK 4 LOT 21
 Abstract: S15133
 Neighborhood: STABLEWOOD FARMS UT-1
 Appraised Value: N/A
 Jurisdictions: 11, 06, 10, CAD, 56, SA010, 21, 08, 09

Name: FLORES LAZARO III &
 Exemptions: HS, DV1
 DBA: Null

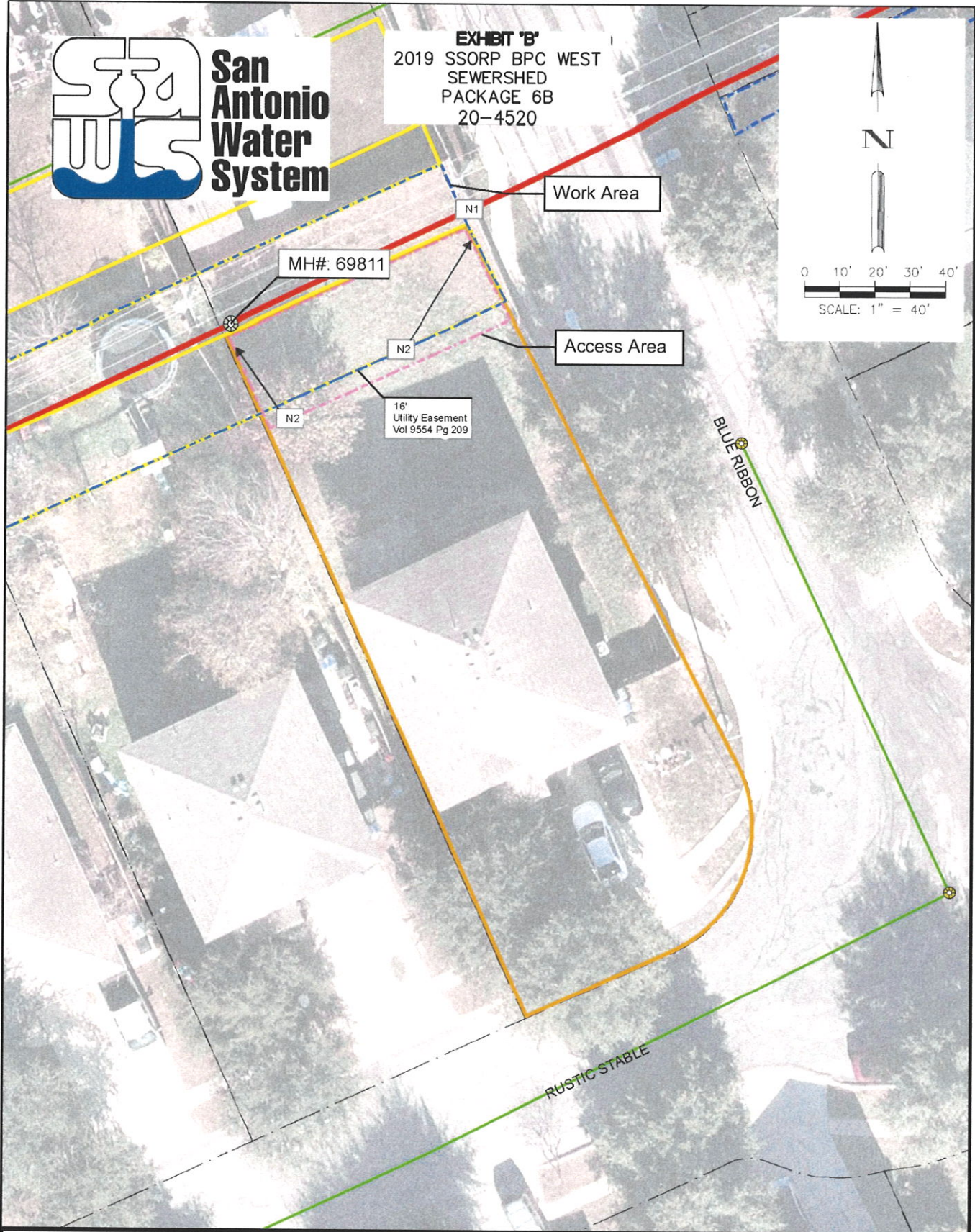
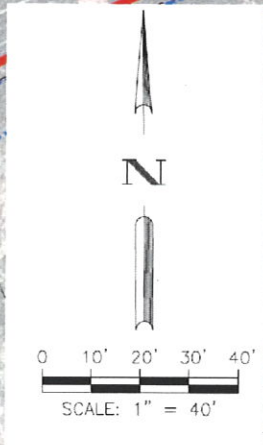


Bexar CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Bexar County Appraisal District expressly disclaims any and all liability in connection herewith.



EXHIBIT 'B'
 2019 SSORP BPC WEST
 SEWERSHED
 PACKAGE 6B
 20-4520



Legend

- Access Area
- Work Area
- Easement
- Property Line
- Sewer main to be rehabilitated
- Exist Sewer
- N Notation

SUMMARY

- NOTE 1:** SANITARY SEWER MAIN TO BE REHABILITATED BY OPEN CUT
- NOTE 2:** Temporary removal of fence. Any fence on the Property opened by or for SAWS will be re-closed at the end of each work day (not later than 6:00 pm)

Owner: FLORES LAZARO III &
Address: 303 RUSTIC STABLE

BCAD ID: 568696
Legal: NCB 15133 BLK 4 LOT 21 STABLEWOOD FARMS UT-2

RIGHT OF ENTRY AGREEMENT

SCANNED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BEXAR §

THIS RIGHT OF ENTRY AGREEMENT (this "Agreement") is entered into this 4th day of June, 2021, by and between the **SAN ANTONIO WATER SYSTEM** ("Grantee") and **OSCAR D. VELA AND JOY L. VELA** (referred to as "OWNER", whether one or more).

Property: 7830 Bronco Lane, San Antonio, Bexar County, Texas 78227, Bexar CAD No. 580263, as depicted in Exhibit "A" attached hereto (the "Property").

Legal Description: NCB 15521 BLK 022 LOT 18, LACKLAND TERRACE, UNIT 6

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Grantee and its contractors and assigns shall have 90 days from Grantee's first entry upon the Property, as evidenced by notice to OWNER that such first entry has occurred, but in all events to expire not later than March 24, 2023, to enter upon the Property for purpose of (i) ingress and egress to and from Grantee's sewer pipeline, and (ii) rehabilitation of sewer main, in the areas labeled as "Work Area" and "Access Area" shown on Exhibit "B" attached hereto and incorporated herein. Grantee shall not unreasonably interfere with any existing operations on the Property, and OWNER shall not unreasonably interfere with Grantee's operations permitted under this Agreement. Furthermore, Grantee shall reasonably repair any physical damage to the Property resulting from such ingress, egress, and open cut operations so as to cause the Property to be in substantially the same condition as of the date hereof. Grantee and its contractors and assigns shall also have the right to enter upon the Property for pre-construction, non-invasive site visits.

Grantee shall make reasonable efforts to provide reasonable notice to OWNER of the dates and anticipated durations of the necessary work.

This Agreement may be executed in one or more counterparts, each of which upon delivery shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile and other electronically transmitted signatures may be relied upon by each of the parties hereto as though they were original signatures.

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

{Signatures start on next page}

OWNER:



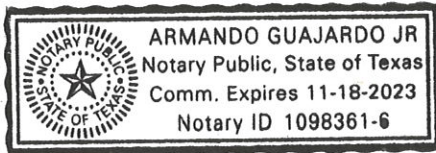
OSCAR D. VELA



JOY L. VELA

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 4th day of June, 2021,
by Oscar D. Vela.

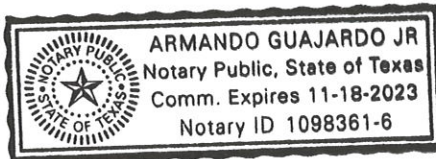





Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF BEXAR §

This instrument was acknowledged before me on this 4th day of June, 2021,
by Joy L. Vela.





Notary Public, State of Texas

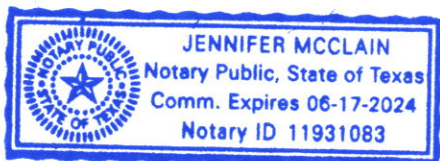
GRANTEE:

**CITY OF SAN ANTONIO, ACTING BY AND
THROUGH ITS SAN ANTONIO WATER SYSTEM:**

By: *Nancy Belinsky*
Printed Name: Nancy Belinsky
Title: Vice President and General Counsel

STATE OF TEXAS §
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COUNTY OF BEXAR §

This instrument was acknowledged before me on this 11 day of June, 2021,
by **Nancy Belinsky**, Vice President and General Counsel of the San Antonio Water System, a
municipal utility of the City of the San Antonio, on behalf of said municipal utility.



Jennifer McClain
Notary Public, State of Texas

Exhibit "A"

Property Identification #: 580263

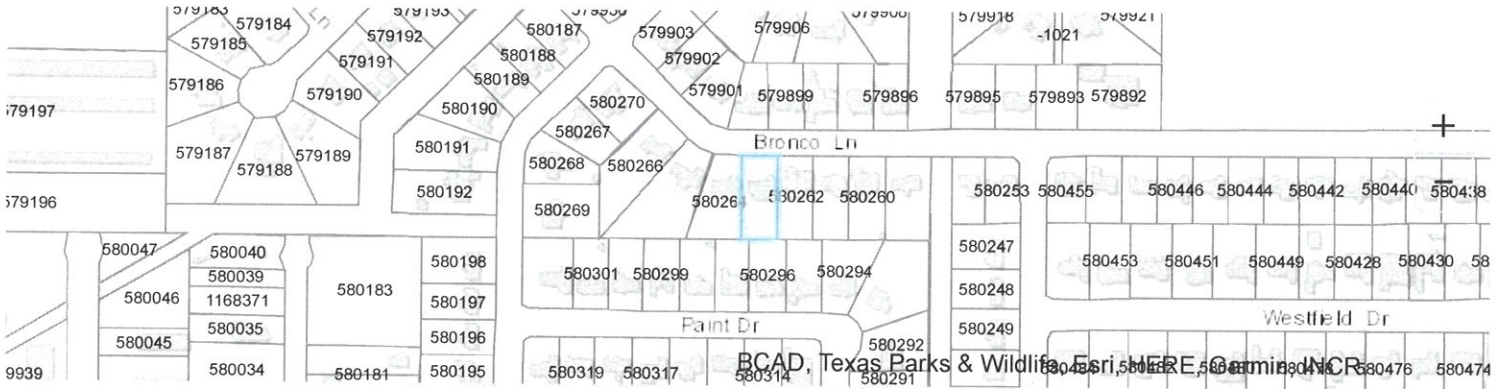
Property Information: 2021

Owner Identification #: 451740

Geo ID: 15521-022-0180
 Situs 7830 BRONCO LN SAN ANTONIO,
 Address: TX 78227
 Property Type: Real
 State Code: A1

Legal NCB 15521 BLK 022 LOT 18 #
 Description: 4118-837
 Abstract: S15521
 Neighborhood: LACKLAND TERRACE I (NS)
 Appraised Value: N/A
 Jurisdictions: CAD, 06, 09, 11, 56, 21, 08, 10

Name: VELA OSCAR DANIEL & JOY L
 Exemptions:
 DBA: Null



Bexar CAD Map Search

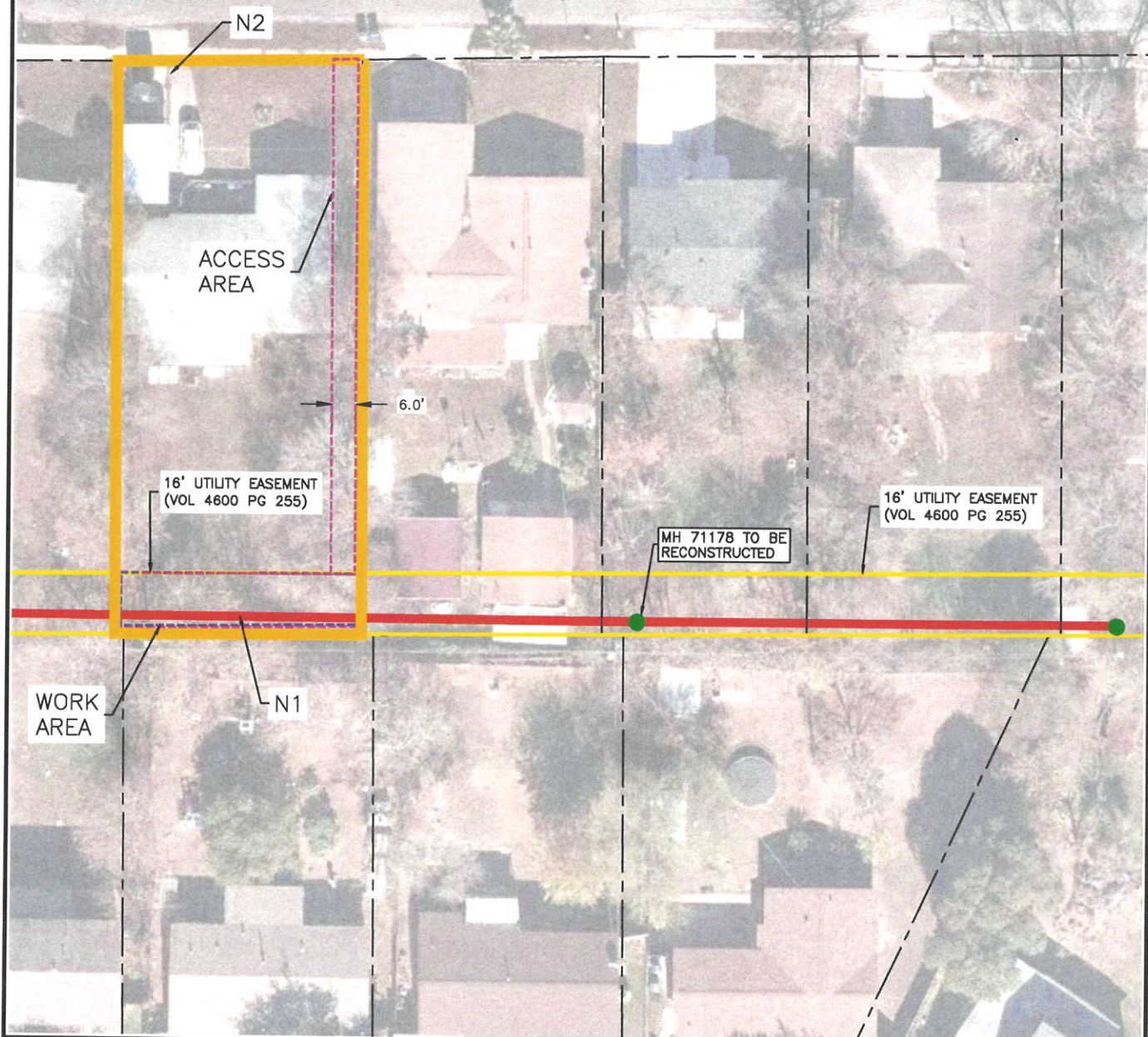
This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Bexar County Appraisal District expressly disclaims any and all liability in connection herewith.



EXHIBIT 'B'
 2019 SSORP BPC WEST
 SEWERSHED
 PACKAGE 6B
 20-4520



BRONCO LANE



BGE INC. S:\TX\Projects\SAWSS\SAWS - 2019 SSORP BPC West Sewershed Package 6B3_CADD\02_Exhibits\PB_OC\11_C-26_1042158_HCE_PB_OC.dwg Sep 03, 2020 05:31pm ebudd

LEGEND	
	Access Area
	Work Area
	Property Line
	Sewer main to be rehabilitated
	Easement
	Notation

SUMMARY:

NOTE 1: SANITARY SEWER MAIN TO BE REHABILITATED BY PIPE BURSTING

NOTE 2: ACCESS TO DRIVEWAYS TO BE MAINTAINED AT ALL TIMES

Owner: VELA OSCAR DANIEL & JOY L
Address: 7830 BRONCO LANE

BCAD ID: 580263
Legal: NCB 15521 BLK 22 LOT 18 #4118-837