

**SAN ANTONIO WATER SYSTEM  
2013 SMALL DIAMETER REHAB PROGRAM – PROJECT 3  
SAWS JOB NO. 13-4809  
SAWS SOLICITATION NO. B-13-CD-031-MF**

ADDENDUM NO. 3  
October 22, 2013

This addendum, applicable to work designed above, is an amendment to the bidding and specification documents and as such shall be a part of and included in the Contract Documents. Acknowledge receipt of this addendum by entering the addendum number and issue date in the spaces provided on all submitted copies of the proposal.

**Addenda Purpose:**

- 1.0 MODIFICATION TO SPECIAL CONDITIONS:**  
REPLACE SC-5.0 CONSENT DECREE NOTICE PROVISION with attached revision.

**ACKNOWLEDGEMENT BY BIDDER**

Each bidder is requested to acknowledge receipt of this Addendum No. 3 by his/her signature affixed hereto and to file same and attach with his/her bid.

The undersigned acknowledges receipt of this Addendum No. 3 and the bid submitted herewith is in accordance with the information and stipulations set forth.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

END OF ADDENDUM NO. 3

  
Sandra L. Gomez  
10/22/13

## SPECIAL CONDITION

### SC-5.0 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.